

Service Agreement (Part B) - Specific Terms of Funding 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 B) - Specific Terms of Funding was developed to incorporate conditions which apply in situationally specific circumstances e.g. funding under particular program domains.



Queensland Government
Department of **Communities**

Service Agreement (Part B) - Specific Terms of Funding for Home and Community Care Services

For Agreements entered into from 1 July 2010*

Version 1.0

Home and Community Care Act (1985)

*** or from 9 April 2010 for some program areas**

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Background

- A. The Home and Community Care (HACC) program is a jointly funded initiative between the Australian Government and States and Territories, implemented in accordance with the *Home and Community Care Act 1985*, the *Review Agreement for the Home and Community Care Program 2007* and the *National Program Guidelines for the Home and Community Care Program 2007* ("HACC Program").
- B. The HACC Program is a central element of the Australian Government's aged care policy, providing community care services to frail aged and younger people with disabilities, and their carers. The HACC Program provides funding for services that support people who live at home and whose capacity for independent living is at risk, or who are at risk of premature or inappropriate admission to long term residential care.
- C. State and Territory Governments are the primary point of contact for HACC Service Providers and consumers, and are responsible for the HACC Program management, including the approval and funding of individual HACC services in their regions.
- D. You, acting through the Service Providers listed in Schedule 1 of the Service Agreement (Part C) - Specifications, have been approved to receive HACC Program funding, by the Minister, on the terms and conditions as stated in the Service Agreement.
- E. New funding arrangements for the HACC program are to be developed between the Australian Government and the State to take effect from 1 July 2011. These new arrangements may require this Service Agreement to be terminated and a new agreement may be offered to You, to reflect these arrangements.

1. Conditions of Funding

- (a) It is an obligation under the Service Agreement that due recognition is required of You, as a HACC funded organisation and that You sign the HACC Logo sub licence agreement in Schedule 8 of the Service Agreement (Part C) - Specifications.
- (b) It is an obligation under the Service Agreement that You sign the RCTI agreement relating to tax invoices in Schedule 6 of the Service Agreement (Part C) - Specifications.
- (c) You must contact Us to discuss media opportunities, including the writing of articles and materials for distribution to the media.
- (d) If You intend to publish any Funded Material then You must obtain Our written approval prior to publication. When seeking approval, You must clearly outline the intended audience and the purpose of the Funded Material.
- (e) You must ensure that any advertisement or press release relating to HACC funded Services, includes the words: "HACC is a joint Australian Government-State funded program"; and this acknowledgment must also appear in Your annual report.

2. Payment details

- (a) We will provide Funding as set out in Schedules 2A to 2E of the Service Agreement (Part C) - Specifications.
- (b) Funding will be subject to the lodgment of financial and performance reports as required under the Service Agreement (Part C) – Specifications and will be subject to appropriation and confirmation of the State Government budget.
- (c) Where Funding is provided under an Australian Government / State Agreement then the Funding is provided subject to the confirmation of Australian Government funding. The parties acknowledge that the Australian Government funding is being reviewed effective 1 July 2011 and the review may result in a change to the way that Funding is provided.
- (d) The Funding will be paid to You by an electronic deposit of funds into Your nominated account, in

accordance with the details contained in Schedule 7 of the Service Agreement (Part C) – Specifications.

- (e) The parties agree that clause 10.4 of the Service Agreement (Part A) - Standard Terms of Funding relating to Recipient Created Tax Invoices does not apply. Instead the terms of the agreement contained in Schedule 6 of the Service Agreement (Part C) – Specifications, apply to the Service Agreement.
- (f) Where clauses 1(b) and 2(e) do not apply the organisation agrees to provide Us with a valid taxation invoice for release of the Funding.

3. Variation in Funding

- (a) If You receive HACC funding from Us for multiple Service Providers listed under Schedule 1 of the Service Agreement (Part C) - Specifications; You must not:
 - (i) transfer amounts between the Service Providers; or
 - (ii) use the Funding for services that the Service Provider is not funded to deliver.
- (b) We will allow Service Providers limited variation in the approved Services within a single financial year to better respond to the changing needs of Clients. Any variation would be an operational arrangement to meet a particular short term need and would not permanently affect the Funding or Services as outlined in Schedules 2A to 2E of the Service Agreement (Part C) - Specifications.
- (c) Service Providers may without giving notice under clause 9.1 of the Service Agreement (Part A) - Standard Terms of Funding, vary the Funding, and/or linked outputs, between the approved Services described in Schedules 2A to 2E of the Service Agreement (Part C) - Specifications, for amounts/targets up to 10% of the value of the original service type within a single financial year;
- (d) Without the need for written agreement as otherwise required by clause 9.1 Service Agreement (Part A) - Standard Terms of Funding, Service Providers may vary the allocation of funds and linked service outputs for service types within a single service group (over or under) to a maximum of 25%, provided the variation:
 - (i) does not exceed a cumulative total of 25% for the single service group; and
 - (ii) does not involve the delivery of service types for which the Service Provider is not currently contracted; and
 - (iii) applies only to service types that are within a single service group, as shown in the table below; and
 - (iv) is applied to more than one contracted service type within a single service group; and
 - (v) the variations detailed in clause 9.1 of the Service Agreement (Part A) - Standard Terms of Funding are not cumulative. Services would return to base at the commencement of each financial year.

Service Group 1 – Home Care Services	Domestic Assistance Personal Care Social Support Home Maintenance Respite Care Other Food Services
Service Group 2 – Coordinated Care	Assessment Client Care Coordination Case Management Counselling/Support, Information and Advocacy

Service Group 3 – Clinical and Specialist Care	Nursing Care Allied Health Care (received at home or centre)
Service Group 4 – Centre Based Day Care	Centre Based Day Care
Service Group 5 – Home Modification	Home Modification
Service Group 6 – Meals	Meals (received at home, centre or other)
Service Group 7 – Transport	Transport
Service Group 8 – Information and Education	Information, Education and Training

- (e) For Community Options Projects the variation would be up to 25% for all contracted service types.

4. Funded outputs, performance measurement and reporting

- (a) You through the Service Providers must:
- (i) provide the Services across the full geographic area described in service output Schedules 2A to 2E of the Service Agreement (Part C) - Specifications, for the Term of the Service Agreement, unless written consent has been provided by Us.
 - (ii) provide the full range of types of Services, to at least the number of Clients and for at least the number of units, mentioned in Schedules 2A to 2E of the Service Agreement (Part C) - Specifications for the Service Providers, for the Term of the Service Agreement, unless written consent has been provided by Us.
 - (iii) ensure that the Services are provided in accordance with all of the objectives and standards contained in the HACC National Service Standards.
 - (iv) implement any general quality improvement processes and practices which may be determined from time to time in respect of the HACC Program.
 - (v) You must provide performance and financial reports for each of the Service Providers, in the forms set out the Service Agreement (Part C) - Specifications.
- (b) If You fail to comply with any of the provisions of the Service Agreement then We may, at our absolute discretion, first give You a notice to remedy the failure. If you do not remedy the failure to Our satisfaction within 15 Business Days from the date on which the notice is given, We may take further action against You under the terms of the Service Agreement.

5. Financial statements

- (a) You must provide Us with Your Annual Financial Return and the following documents by 30 September of each year:
- (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 clauses 5(a) and 5(b), a statement set out in the format of the Annual Financial Return specifying the Funding Details and certified by the chief accounting officer or equivalent by 30 September each year.

6. National HACCC Minimum Data Set

You must provide the Minimum Data Set (MDS) to the Australian Government quarterly. Upon request, You must provide a copy of the Minimum Data Set, at the times and in the format required by the Australian Government, to Us.

7. Service assessment

- (a) You acknowledge that an independent agency appointed by Us will review all HACCC Program services against the National Service Standards.
- (b) At least once during each three year term, the independent agency will review the Services provided by each of the Service Providers to determine the extent to which the Service Provider is complying with the National Service Standards.
- (c) You must:
 - (i) co-operate fully with the independent agency in respect of the review;
 - (ii) implement any quality improvement action plan which may result from a review of the Services;
 - (iii) if requested by Us, provide a copy of the review report to Us within twenty-one (21) days of receipt of that request.

8. Assets

- (a) You must not sell, lease, mortgage, encumber, dispose of, give away or destroy any HACCC Funded Property or Assets without prior written consent from Us.
- (b) If the Property or Assets are disposed of, destroyed or no longer used for HACCC purposes, You must repay the amount equivalent to the Value of the HACCC Funded Property or facility or Asset at the date of the event, to Us.
- (c) You grant Us or our nominee an irrevocable option to purchase the Assets for \$1 within 30 days after the completion date or termination of the Service Agreement.
- (d) If We exercise the option pursuant to clause 8(c) You must, within seven (7) days after receipt of the relevant documents, sign all necessary documents to effect the transfer of ownership of the Assets to Us.
- (e) We shall pay the costs of preparation of the necessary documents to effect the transfer of ownership of the Assets to Us, including stamp duty (if any) and registration fees (if any).
- (f) You irrevocably appoint the Chief Executive to be Our attorney for the purpose of signing any documents necessary to transfer ownership of the Assets to Us. We shall not exercise this power unless You have failed to comply with clause 8(c).

- (g) If We have entered into a separate agreement for the provision of capital funding with You which relates to the Services, a breach by You of that separate agreement shall be deemed to be a breach of the Service Agreement and We may immediately exercise any one or more of the rights set out in the Service Agreement (Part A) - Standard Terms of Funding.

9. Insurance and Indemnity

You must take out and maintain (with a reputable insurer) for the term of the Service Agreement the following insurances:

- (a) property insurance policy in respect of loss, destruction or damage caused by You to Our Property, in the course of or in connection with the Services;
- (b) insurance under the *WorkCover Queensland Act 1996* to cover workers, eligible persons, employed by You;
- (c) comprehensive insurance for vehicles;
- (d) building and contents insurance;
- (e) public liability insurance for not less than \$10 million arising from any one event; and
- (f) volunteers' insurance.

10. Definitions and Interpretation

“Annual Financial Return” means the financial reporting requirements as set out in Schedule 5 of the Service Agreement (Part C) – Specifications;

“Assets” includes plant, furniture, computing hardware, vehicles, white goods, kitchen items, photocopiers and other equipment acquired with HACC Funding for the provision of the Services;

“Clients” has the same meaning as Service User as defined in the Service Agreement (Part A) – Standard Terms of Funding;

“Community Options Project” refers to a service delivering case management that specialises in HACC eligible clients who have complex care needs. Complex care covers a range of interacting physical/medical, social and emotional needs that cannot be adequately met by mainstream HACC services to prevent premature and/or inappropriate admission to long term residential care. Community Options Projects are recognised by other HACC Service Providers as specialising in this client group, deliver a range of HACC service types through either direct service delivery and/or service brokerage and work collaboratively with other agencies to achieve quality outcomes for these clients;

“Funded Material” means all material that is created by You and/or the Service Provider for the purpose of providing the Services, including but not limited to documents, brochures, reports and data stored by any means;

“Minimum Data Set” means the data required by the Australian Government from HACC Program Service Providers, in the form prescribed by the Australian Government;

“National Service Standards” means the standards for the provision of HACC Program services prescribed by the Australian Government (as amended by the Australian Government from time to time), which have been provided to the You;

“Performance Report” means the report as set out in the form of the template in Schedules 3A to 3C of the Service Agreement (Part C) – Specifications;

“Property” means any land and any building constructed or modified with HACC Funding that is used for or in connection with the provision of the Services;

“Service Provider” means a service provider listed in Schedule 1 of the Service Agreement (Part C) – Specifications; and

“Service Users” has the same meaning as defined in the Service Agreement (Part A) – Standard Terms of Funding.

“Value” for an asset means the depreciated value of the Asset or the sale price, whichever is the greater and for Property means the amount of the HACC Funding provided to You;