

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

The Department of Communities, Child Safety and Disability Services (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.



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For Agreements entered into from 3 April 2012

Version CC 3.1

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Background

- A. In April 2010, the Council of Australian Governments agreed to major health and hospitals reform to drive improvements in service delivery and better health outcomes for Australians. As at 1 July 2012, the Queensland government will take full funding and operational responsibility for Community Care services for people under 65 years of age and Aboriginal and Torres Strait Islander people under 50 years of age.
- B. The *Queensland Community Care Manual* provides an overview and guidelines in relation to the delivery of Community Care services in Queensland. This document replaces both the *Queensland Home and Community Care Program Service Delivery Guidelines* and the *National Program Guidelines for the Home and Community Care Program 2007*.
- C. Community Care provides funding for services that support people under 65 years of age and Aboriginal and Torres Strait Islander people under 50 years of age who live in the community, have a moderate, severe or profound disability or condition which restricts their ability to carry out activities of daily living and who are at risk of losing their independence without assistance from Community Care services due to loss of functional ability or unsustainable living arrangements.
- D. You, acting through the Service Providers listed in Schedule 1 of the Service Agreement (Part C) - Specifications, have been approved to receive Community Care funding, by the Minister, on the terms and conditions as stated in the Service Agreement.

1. Conditions of Funding

- (a) 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.
- (b) You must contact Us to discuss media opportunities, including the writing of articles and materials for distribution to the media.
- (c) 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.

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 lodgement 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) 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.
- (d) 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.

3. Variation in Funding / Outputs

- (a) We will allow Service Providers 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.

(b) Within a single financial year, Service Providers:

- (i) Must deliver no less than 70% of the outputs for each Funded service type;
- (ii) Must deliver no less than 95% of the outputs for each Funded service group;
- (iii) May transfer 5% of outputs across service groups where there is at least one service type Funded, with the exception of Service Group 5.

(c) Community Care Service Groups and Service Types are detailed in the table below:

| Service Groups | Service Types |
|--|--|
| Service Group 1 – Home Care Services | Domestic Assistance Personal Care Social Support 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 Goods and Equipment Home Maintenance |
| 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 Services (Statewide) |

4. Funded outputs, performance measurement and reporting

(a) You through the Service Providers must:

- (i) provide the Services across the geographic area described in service output Schedules 2A to 2E of the Service Agreement (Part C) - Specifications, for the Term of the Service Agreement.
- (ii) provide the full range of types of Services, to at least the number of Clients and for at least the number of outputs, mentioned in 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.
- (iii) ensure that the Services are provided in accordance with all of the objectives and standards contained in the Human Services Quality Framework.
- (iv) implement any general quality improvement processes and practices which may be determined from time to time in respect of the Community Care services.
- (v) provide financial reports in the forms set out in the Service Agreement (Part C) – Specifications.
- (vi) provide performance reports for each of the Service Providers, in the forms set out in 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 Financial Acquittal Report by 31 July of each year.
- (b) You must provide Us with the following documents by 30 September of each year:
 - (i) an annual audited statement of income and expenditure for Your Organisation;
 - (ii) a balance sheet or extracts from the balance sheet for Your Organisation; and
 - (iii) a copy of Your Organisation's audit report.
- (c) 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.
- (d) If You are a local government or a tertiary institution, You are only required to provide Us with the Financial Acquittal Report as specified in clause 5(a).

6. 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 will review all Community Care services against either the Human Services Quality Standards or the Community Care Common Standards.
- (b) At least once during each three year term, the independent agency will review the Services provided by Service Providers to determine the extent to which the Service Provider is complying with the Human Services Quality Standards or the Community Care Common 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 Community Care

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 Community Care purposes, You must repay the amount equivalent to the Value of the Community Care 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

“Assets” includes plant, furniture, computing hardware, vehicles, white goods, kitchen items, photocopiers and other equipment acquired with Community Care 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 Care” means the Community Care program (formerly known as Home and Community Care) which provides Community Care services for people under 65 years of age and for Aboriginal and Torres Strait Islander people under 50 years of age;

“Community Care Common Standards” means the standards for the provision of Community Care services prescribed by the Australian Government (as amended by the Australian Government from time to time), which have been provided to you;

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

“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;

“Home and Community Care” as referenced in the Service Agreement (Part A) – Standard Terms of Funding, means the Home and Community Care program which will be known as Community Care as of 1 July 2012;

“Human Services Quality Framework” includes the standards for the provision of Community Care services prescribed by the Queensland Department of Communities, Child Safety and Disability Services (as amended by the Queensland Department of Communities, Child Safety and Disability Services from time to time), which have been provided to you;

“Human Services Quality Standards” means the standards contained within the Human Services Quality Framework;

“Minimum Data Set” means the data required by the Australian Government, which is shared with the Queensland government, from Community Care Service Providers, in the form prescribed by the Australian Government;

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

“Property” means any land and any building constructed or modified with Community Care 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 Community Care Service Agreement (Part C) – Specifications;

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

“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 Community Care Funding provided to You.