



Australian Government

Department of Social Services

Residential and Flexible Care Programme

**National Aboriginal and Torres Strait Islander
Flexible Aged Care Programme (NATSIFACP)
Guidelines Overview**

October 2015

Preface

The Australian Government Department of Social Services (DSS) has a suite of Programme Guideline documents which provide information about each Programme that provides grants funding, and the group of Activities that contribute to that Programme. They provide the key starting point for parties considering whether to participate in a Programme and form the basis for the business relationship between DSS and the grant recipient.

DSS recognises and supports the work of civil society organisations. The DSS approach to working with civil society is based on reducing red tape, providing greater flexibility and respecting the independence of the sector. This approach recognises that civil society organisations should be supported to self-manage the delivery of support to our communities rather than being burdened with unnecessary government requirements.

The suite of Programme Guideline documents are provided to applicants for each grant funding round. The approach to grants funding described in the Guidelines aims to foster collaboration and innovation in the community across civil society freeing up resources to improve outcomes for individuals, families and communities.

The Programme Guidelines suite for each grant funding round include:

- a Programme Guideline Overview document (this document) that provides an overview of how funding rounds may be conducted for each Activity (PBS administered line item) that contribute to the overall Programme outcome, and
- an Application Pack - a suite of documents with information specific to each grant funding round conducted within the Activity.

The simplified Programme arrangements establish the framework for DSS to move towards a single grant agreement per provider, implement new and improved financial reporting systems, reduce reporting and regulation, consolidate funding rounds and support greater service delivery innovation to meet the needs of clients.

DSS reserves the right to amend these documents from time to time by whatever means it may determine in its absolute discretion and will provide reasonable notice of these amendments.

Version Control

DOCUMENT VERSION #	DATE	DESCRIPTION
V1.0	17 September 2015	Department of Finance agreed
V1.1	30 October 2015	Update to Eligible Activities Director, Aged Care Account Manager approved

Table of Contents

1. PROGRAMME OVERVIEW – RESIDENTIAL AND FLEXIBLE CARE	6
1.1 PROGRAMME OUTCOMES	6
1.2 OBJECTIVES	6
2. ACTIVITY OVERVIEW - THE NATIONAL ABORIGINAL AND TORRES STRAIT ISLANDER FLEXIBLE AGED CARE PROGRAMME	7
2.1 AIMS AND OBJECTIVES	7
2.2 FUNDING FOR THE ACTIVITY	8
2.3 SUB-ACTIVITIES.....	10
2.4 APPLICANT ELIGIBILITY	10
2.5 PARTICIPANTS/CARE RECIPIENTS/TARGET GROUP	10
2.6 ELIGIBLE AND INELIGIBLE ACTIVITIES	10
2.7 SPECIALISED REQUIREMENTS (E.G. LEGISLATIVE REQUIREMENTS)	13
2.8 INFORMATION TECHNOLOGY.....	14
2.9 ACTIVITY PERFORMANCE AND REPORTING	14
2.10 FINANCIAL REPORTING	14
2.11 DSS’S RESPONSIBILITIES AND ACCOUNTABILITIES UNDER THE ACTIVITY	15
2.12 SERVICE PROVIDERS RESPONSIBILITIES AND ACCOUNTABILITIES UNDER THE ACTIVITY	15
2.13 RISK MANAGEMENT STRATEGY.....	16
3. APPLICATION PROCESS	17
3.1 OVERVIEW OF THE APPLICATION PROCESS	17
3.2 PROGRAMME GUIDELINES	17
3.3 ACHIEVING VALUE FOR MONEY	17
3.4 CHOICE OF SELECTION PROCESS.....	19
3.5 SERVICE DELIVERY AREAS/AGED CARE PLANNING REGIONS	20
3.6 SELECTION CRITERIA	20
3.7 HOW TO SUBMIT AN APPLICATION.....	21
3.8 APPLICANT’S RESPONSIBILITIES	22
3.9 WHAT NEEDS TO BE INCLUDED?.....	22
3.10 WHAT SHOULD NOT BE INCLUDED?.....	22
3.11 WHAT HAPPENS IF AN APPLICANT PROVIDES MORE THAN THE SPECIFIED NUMBER OF WORDS?	22
3.12 CLOSING DATE AND TIME.....	22
3.13 LATE APPLICATIONS	23
3.14 FUNDING PERIOD	23
3.15 CONFLICTS OF INTEREST.....	23
4. TERMS AND CONDITIONS APPLYING TO SELECTION/S	24
4.1 LIABILITY ISSUES	24
4.2 DSS’S RIGHTS	24
4.3 DISCLAIMER.....	24
4.4 FRAUD	24
4.5 PERSONAL INFORMATION	24
4.6 FREEDOM OF INFORMATION.....	25
5. FINANCIAL AND OTHER ARRANGEMENTS	26
5.1 FINANCIAL ARRANGEMENTS	26
6. COMPLAINTS	27
6.1 APPLICANTS/SERVICE PROVIDERS	27
6.2 CLIENT/CARE RECIPIENT.....	27
7. CONTACT INFORMATION	28
8. GLOSSARY AND ACRONYMS	29

APPENDIX A.....	32
APPENDIX B.....	38
APPENDIX C.....	40

1. Programme Overview – Residential and Flexible Care

1.1 Programme Outcomes

The National Aboriginal and Torres Strait Islander Flexible Aged Care Programme is a component of the Australian Government's Residential and Flexible Care Programme.

Residential aged care provides a range of care options and accommodation for older people who are unable to continue living independently in their own homes.

Flexible care caters to the needs of older people in a residential or home care setting, who may require a different approach than that provided through mainstream residential and home care options.

1.2 Objectives

The objectives of the Residential and Flexible Care Programme are to:

Provide high quality and sustainable residential aged care on both a permanent and respite basis to older people who are unable to remain living at home. Care ranges from personal care to assist with activities of daily living through to nursing care on a 24 hour basis.

Support older people to improve their capacity to stay independent and in their homes longer by establishing a new short-term restorative care programme to allow aged care providers to develop and offer a range of innovative models of care. This programme will incorporate the current Transition Care Programme that assists older people to return home after a hospital stay, rather than enter residential aged care.

Support the delivery of culturally appropriate aged care services to older Aboriginal and Torres Strait Islander peoples through the National Aboriginal and Torres Strait Islander Flexible Aged Care Programme.

Support small regional and remote communities to deliver flexible and integrated health and aged care services through the Multi-Purpose Services Programme, a joint initiative of the Australian Government and State and Territory governments.

2. Activity Overview - The National Aboriginal and Torres Strait Islander Flexible Aged Care Programme

The National Aboriginal and Torres Strait Islander Flexible Aged Care Programme, referred to in this document as 'the Activity' is a component of the Residential and Flexible Care Programme.

The National Aboriginal and Torres Strait Islander Flexible Aged Care Programme funds organisations to provide flexible, culturally appropriate aged care to older Aboriginal and Torres Strait Islander people close to their home and/or community.

The Activity funds organisations to deliver a mix of residential and home care services in accordance with the needs of the community. Services funded under the Activity are located mainly in rural and remote areas.

The Activity is administered outside of the *Aged Care Act 1997*.

The Activity is part of the Australian Government's strategy to improve the quality of, and access to aged care services for older Aboriginal and Torres Strait Islander people.

2.1 Aims and objectives

The Activity aims to provide quality aged care services that meet the needs of Aboriginal and Torres Strait Islander people in a culturally appropriate setting, close to home and community.

The objectives are to:

- deliver a range of services to meet the changing aged care needs of the community;
- provide aged care services to older Aboriginal and Torres Strait Islander people close to home and community;
- improve access to aged care services for Aboriginal and Torres Strait Islander people;
- improve the quality of culturally appropriate aged care services for Aboriginal and Torres Strait Islander people; and
- develop financially viable cost-effective and co-ordinated services outside of the existing mainstream programmes.

2.1.2 Delivering Culturally Appropriate Aged Care Services

Service providers funded under the Activity are required to provide aged care services that meet the needs of the individual care recipient.

Aged care services must provide good quality, culturally appropriate care that is both acceptable to and accessible by the community. The service provider must have policies, procedures and practices in place to ensure the service delivers flexible, culturally appropriate care, which meets aged care standards. The service provider should also ensure that individual care recipient interests, customs, beliefs and cultural backgrounds are valued and nurtured, and that the service assists care recipients to stay connected with their family and community.

The delivery of culturally appropriate aged care is dependent on a variety of elements such as:

- having appropriate buildings to allow for cultural activities, family visits, ceremonies and take into account Aboriginal and Torres Strait Islander customs;
- ensuring a comfortable environment and surroundings (e.g. access to the natural environment or outdoor access and bushland gardens, Aboriginal and Torres Strait Islander artefacts);
- employment or engagement of Aboriginal or Torres Strait Islander people;
- participation by the local community in planning and providing aged care;
- encouraging and assisting care recipients to remain engaged with their community (e.g. by participating in traditional events);

- respecting cultural traditions (e.g., men's and women's business); and
- providing the services in a culturally safe way.

Cultural safety is about recognising, respecting and nurturing the unique cultural identity of Aboriginal and Torres Strait Islander people and meeting their needs, expectations and rights.

It is one of the overarching principles to be incorporated in all aspects of service delivery for the Activity. It is expected that the principle of cultural safety, outlined in the Quality Framework for the Activity, will be recognised and embedded in all aspects of the service provider's service delivery and quality systems.

2.2 Funding for the Activity

In the 2015-16 DSS Portfolio Budget Statement, an amount of \$ 1.6 billion per annum (GST exclusive), increasing to \$1.85 billion in 2018-19, was allocated over four years from 1 July 2015 by the Australian Government for Programme 3.2 (the Home Support Programme).

Funding amounts are inclusive of funding provided through other processes such as procurement. Funding amounts included in these Programme Guidelines are estimates and may change in the course of a Budget year as Government priorities change.

The Assistant Minister for Social Services has overall responsibility for the CHSP Activity.

The Activity provides funding to service providers through three different methods. These are:

- Recurrent Funding;
- Expansion Funding; and
- One-Off Funding.

These processes are described in more detail in sections 2.2.1, 2.2.2 and 2.2.3. In some circumstances, DSS may negotiate grant agreements ranging up to a five year term based on assessment of the grant purpose, degree of risk and priorities for funding.

The amount of funding paid and the frequency of payments are set out in the Schedule to the grant agreement.

2.2.1 Recurrent Funding

Annually approximately \$37 million will be provided by the Australian Government in recurrent funding under this Activity. This is an ongoing activity with funding allocated under outcome 3.4 Residential and Flexible Care in the DSS PBS.

Recurrent funding under the Activity is provided based on the number and type of allocated place. Aged care providers receive a base daily rate for the following type of allocated place:

- Residential High Care place
- Residential Low Care place
- Home Care place

In addition to the base daily rate aged care providers may also receive supplementary payments such as:

- Conditional Residential Subsidy
- Residential and Home Care Viability Supplement
- Respite Supplement
- Dementia and Cognitive Supplement; and
- Veterans' Supplement

These supplements are in line with those provided to aged care services administered under the *Aged Care Act 1997*.

2.2.2 Expansion of the Activity

As part of the Australian Government's aged care changes, \$43.1 million was provided to expand the Activity progressively over five years from 2012-13 to meet the increased need for aged care services in remote communities. Since 2012, over 150 new places and approximately \$39 million has been allocated to establish new services.

The expansion of the Activity will allow more older Aboriginal and Torres Strait Islander people with complex care needs to stay close to their home and community and receive culturally appropriate care. This will allow for approximately 200 additional aged care places to be allocated over a five year period.

Funding for the expansion of the Activity will be provided based on the number and type of allocated place. Service providers receive a base daily rate for the type of allocated place as detailed in 2.2.1.

Allocation of New Flexible Aged Care Places under the Activity

New aged care places being made available under the expansion of the Activity will be allocated to establish new services in communities that have been identified as having the most critical unmet aged care needs and to expand existing services.

Expanding Existing Flexible Aged Care Services

In order to expand flexible aged care services DSS will seek applications from service providers for a one-off allocation of additional flexible aged care places.

In allocating the additional places, DSS will take into consideration the utilisation of existing flexible aged care places and the unmet demand for aged care services particularly in remote communities, with priority for services in remote locations.

Allocations will be prioritised in locations where a critical unmet need has been identified.

Establishing New Flexible Aged Care Services

A number of new flexible aged care services will also be established under the expansion of the Activity.

Priority will be given to:

- communities with a significant population of older Aboriginal and Torres Strait Islander people;
- communities where the demand for aged care services exceeds the availability of services; and
- locations that are assessed as being able to support and operate aged care services to Aboriginal and Torres Strait Islander people.

DSS will consult with key stakeholders regarding the allocation of places and establishing new services under the Activity.

Change of Mix of Places

Where the current allocation of existing places funded under the Activity does not accurately reflect the aged care needs of care recipients, DSS may consider a change of mix to the current allocation of places. This will assist service providers to deliver care that more accurately reflects the needs of current care recipients and to anticipate the future aged care needs of the community.

2.2.3 One-Off Funding

DSS may make provision under the Activity for one-off grants from unsolicited proposals which are essential to the delivery of aged care services, including but are not limited to:

- the provision of staff accommodation;
- equipment;
- minor building works;

- staff training;
- Nurse Advisors; and
- Administrators.

2.3 Sub-Activities

Not applicable.

2.4 Applicant eligibility

The following entity types meet the eligibility requirements to be invited to apply for a grant for this activity:

- Incorporated Associations (incorporated under State/Territory legislation, commonly have 'Association' or 'Incorporated' or 'Inc.' in their legal name)
- Incorporated Cooperatives (also incorporated under State/Territory legislation, commonly have 'Cooperative' in their legal name)
- Companies (incorporated under the *Corporations Act 2001* – may be a not-for-profit or for-profit proprietary company (limited by shares or by guarantee) or public companies)
- Aboriginal Corporations (incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006*)
- Organisations established through a specific piece of Commonwealth or state/territory legislation (public benevolent institutions, churches, universities, unions etc)
- State and Territory Governments
- Local Governments
- Where there is no suitable alternative, an individual or – jointly and separately – individuals. Where (h.) is used, it also needs to be stated who the decision maker is on the issue.

2.5 Participants/care recipients/target group

Care recipients eligible to receive services under the Activity are people aged 50 years and older and:

- are of Aboriginal and/or Torres Strait Islander descent;
- identify as Aboriginal and/or Torres Strait Islander; or
- are accepted by the community they live in or come from.

Potential care recipients are not required to be assessed by the Aged Care Assessment Team (ACAT) to receive care services under this Activity. However, it is recommended that an assessment be undertaken by a health professional or ACAT prior to receiving aged care services.

ACATs are known as Aged Care Assessment Services (ACAS) in Victoria.

Potential care recipients may be referred to aged care services provided under the Activity through a number of mechanisms. These include:

- MyAgedCare;
- Regional Assessment Services (RAS) – assessors for the Commonwealth Home Support Programme;
- General Practitioners;
- Aged Care Assessment Team (ACAT) or (ACAS);
- Social workers;
- Geriatricians;
- Hospitals; and
- Community health workers.

2.6 Eligible and ineligible activities

Successful service providers must deliver the Activity in accordance with the Programme Guideline Overview (this document), the Letter of Intent, DSS Comprehensive Grant Agreement and Supplementary Conditions to the Comprehensive Grant Agreement and the [National Aboriginal and Torres Strait Islander Flexible Aged Care Activity Programme Manual](#) (Programme Manual). Service

providers should be familiar with service outputs funded under the Activity as outlined in the Programme Manual.

2.6.1 Establishing New Flexible Aged Care Services

Work with DSS and engage with the community and stakeholders to plan the design of a flexible aged care service that meets the needs of the local community including environmental, social and community needs, and caters for complex care needs including dementia and severe behaviours.

2.6.2 Direct service delivery

Planning care and services include a comprehensive assessment of the care recipient's needs, care planning in conjunction with the care recipient, the development of an agreed care recipient agreement and regular reviews of the care to ensure it is continuing to meet the care recipient's needs.

Comprehensive Assessment

Service providers are required to have policies, procedures and practices in place to ensure all care recipients have a comprehensive assessment of their care needs. Each care recipient and/or their representative should be supported to actively participate in the service provider's assessment.

Care planning

Following the assessment of the care recipient a care plan should be developed between the care recipient and/or their representative and the service provider. The care plan details the care and services to be provided to support the care recipient based on their assessed needs. The care plan includes who will provide the care and services and when these will be provided.

When developing care plans, the service provider must ensure that the services can be delivered within budget, using the grant funding provided by DSS, any care recipient contribution and other funds, i.e. interest and other contributions.

Care planning includes a cultural support plan which describes how the addressed needs and care recipient preferences will be met in a culturally safe way. The care plan includes strategies to maintain privacy and dignity, individual interests, customs and beliefs, independence and family connectedness.

Care plans should be prepared and documented for every care recipient and these should be reviewed regularly and as care recipients' needs change, to ensure the needs of the care recipient are being met on an ongoing basis.

This includes ongoing monitoring or review of the appropriateness of the service provision. This review is informed by observations and feedback from staff and others who are in contact with the care recipient.

2.6.3 What types of Care Services can be provided?

The care provided must be based on the assessed needs of the care recipient and include a range of services as detailed in the grant agreement or at **Appendix A** in these Programme Guidelines.

In developing care choices, the service provider should take into account the different environments in which they may provide services: e.g. in town, small communities, or remote locations.

2.6.4 Where Care Services can be provided?

There are no prescribed settings where care can be provided; rather, care can be provided flexibly in response to a care recipient's identified needs, and includes:

- residential-based: i.e. in a residential facility in which the care recipient is also provided with accommodation and nursing care and services.
- home-based: i.e. in a care recipient's own home, a respite centre or day respite centre, or other place where the care recipient stays part of the time in which the person is provided with a package of services under this Activity.

2.6.5 On what basis can Care Services be provided?

Services are provided according to the assessed needs of the care recipients. Care can be:

- Residential care which includes assistance with personal care and care that meets the persons nursing needs, meals and cleaning services, and furnishings, furniture and equipment for the provision of that care and accommodation, these may be provided on a:
 - permanent (ongoing) basis; or
 - short term (non-ongoing) basis; or
 - respite care either emergency or planned basis; and/or
- Home care which supports people to remain living at home.

2.6.6 Governance/provider operational matters

The service provider will not subcontract the performance of any part of the Activity without prior approval in writing of DSS. Additionally, the subcontractors, if any, will perform work in relation to the Activity in accordance with the grant agreement and are approved by DSS to do so. The service provider remains responsible for any omissions of the subcontractor.

In accordance with the Activity grants **may be** used for:

- the provision of care services as shown in the grant agreement or at **Appendix A** in these Programme Guidelines;
- staff salaries and on-costs which can be directly attributed to the provision of the Activity in the identified service area or areas as per the grant agreement;
- employee training for paid and unpaid staff including Committee and Board members, that is relevant, appropriate and in line with the provision of services; and
- operating and administration expenses directly related to the delivery services, such as:
 - telephones and internet;
 - rent and outgoings;
 - computer / IT/website/software;
 - insurance;
 - utilities;
 - postage;
 - stationery and printing;
 - accounting and auditing;
 - travel/accommodation costs directly associated to the delivery of aged care services;
 - assets as described in the DSS Comprehensive Grant Agreement, including motor vehicle purchase or lease; and
 - repairs and maintenance of aged care assets.

Additionally, if approved by DSS, non-recurrent or one-off funding may be used for the provision of staff accommodation which is essential to the delivery of aged care services and/or equipment essential to the delivery of aged care services.

Grants **must not** be used for:

- purchase of land;
- coverage of retrospective costs;
- costs incurred in the preparation of a grant application or related documentation;
- major construction/capital works;
- overseas travel unless prior written approval is obtained from DSS. The service provider must notify DSS in writing at least 30 days prior to any proposed overseas travel which is to be made using the funds, in whole or in part, by the service providers personnel or board members. The notification must include details of the person intending to travel, the purpose of the travel, the destination, and the estimated costs of the travel including flights and travel expenses;
- activities that could bring the Australian Government into disrepute;
- accommodation, (including staff accommodation non-essential to the delivery of the service) including re-housing, supported accommodation, large scale household removalist expenses, construction and large-scale repairs, beyond provision of linkages to accommodation services;

- medical aids, appliances and devices which are to be provided as a result of a medical diagnosis or surgical intervention and which would be covered under a Health Care system. Where items are required for the operation of the Activity, the item remains the property of the service provider;
- household items which are not related to the functional impairment (i.e. general household or furniture or appliances) – for care recipients not provided with residential based care;
- the lease or purchase of personal items;
- items which are likely to cause harm to the care recipients or pose a risk to others;
- activities for which other Commonwealth, state, territory or Local Government bodies have primary responsibility;
- unfair dismissal grievances, settlement of other claims brought against the service provider or to meet any other order for damages or judgement against the service provider (including payment of associated legal fees), unless otherwise agreed beforehand in writing by DSS;
- loans, advances, gifts, commissions to service provider personnel, board members, other organisations or any other person;
- traffic fines, of any type;
- sitting fees or an honorarium to any board member. ‘Sitting fees’ includes the remuneration of a board member in any way for attendance at meetings or for time expended in the course of undertaking the business of the board. It does not prevent the payment of reasonable travel expenses for the purpose of attending to the business of the Board;
- relieving cash flow problems in other activities;
- security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest;
- finance leases or purchasing real property unless otherwise agreed beforehand in writing by DSS;
- sale and lease back arrangements;
- the purpose of establishing a subsidiary or other commercial entity;
- the purchase of assets, unless otherwise agreed beforehand in writing by DSS;
- payment of any application or legal fees in relation to any litigation in any court or tribunal; and
- other activities as outlined in the Programme Manual and updated from time to time.

2.7 Specialised requirements (e.g. Legislative requirements)

In delivering the Activity, service providers are required to:

- comply with all relevant legislation;
- comply with DSS Policies as specified at [doing business with DSS](#);
- ensure that workers (paid and voluntary) are suitably qualified or are undertaking training appropriate to the service they deliver;
- meet police check and reportable assault requirements; and
- adhere to the *Charter of Care Recipients’ Rights and Responsibilities – Home Care* or the *Charter of Care Recipients’ Rights and Responsibilities – Residential Care*, as appropriate to the care services being provided (see **Appendix B and C** of the Programme Guideline Overview).

Service providers are required to meet all relevant legislative and regulatory requirements related to the provision of aged care services and under the provisions of any law including but not limited to the:

- *Crimes Act 1914*;
- *Criminal Code Act 1995*;
- *Racial Discrimination Act 1975*;
- *Sex Discrimination Act 1984*;
- *Disability Discrimination Act 1992*;
- *Equal Opportunity for Women in the Workplace Act 1999*;
- *Aged Discrimination Act 2004*;
- *Ombudsman Act 1976*;

- *Auditor-General Act 1997;*
- *Public Governance, Performance and Accountability Act 2013;*
- *Work Health and Safety Act 2011; and*
- *Privacy Act 1988 and its associated Australian Privacy Principles.*

Service providers must also comply with all relevant state and territory legislation, including legislation applicable to working with children and vulnerable people.

Australia's *Multicultural Access and Equity Policy: Respecting diversity. Improving responsiveness* obliges Australian Government agencies to ensure that cultural and linguistic diversity is not a barrier for people engaging with government and accessing services to which they are entitled, for example, by providing access to language services where appropriate. Service providers should consider whether services, projects, activities or events may require the use of professional translating or interpreting services in order to communicate with non-English speakers.

If required, based on an assessment of the target group, costs for translating and interpreting services should be factored into grant applications. For further information on the Multicultural Access and Equity Policy please refer to the [DSS website](#).

2.8 Information technology

Service providers must have systems in place to allow them to collect data in order for them to meet their reporting obligations which are outlined in the grant agreement.

2.9 Activity Performance and Reporting

DSS focuses on outcomes; however, other information, not related to outcomes can be used to identify issues that may impact on the service provider's ability to deliver the project.

DSS's performance indicators focus on three key questions:

- 1) Are we achieving what we expected?
- 2) How well is it being done?
- 3) How much is being done?

The Grant Agreement includes Activity Performance Indicators. Service Providers are required to report against these indicators which assist DSS to monitor that the outcomes of the Activity. This will ensure that DSS is confident that:

- Quality care is delivered
- Program standards and policies are met
- Service provision meets the identified needs of service recipients
- Funds are used according to the purposes specified in the Grant Agreement.

These reports may contribute towards the assessment of a service providers performance when offering new funding or extending existing funding.

2.10 Financial reporting

The Activity will be managed to ensure the efficient and effective use of public monies. This will be consistent with best value in social services principles and will include the provision of information on service delivery and financial reporting as outlined in the grant agreement. The grant agreement aims to maintain viable services and acts to prevent fraud upon the Government and risk to service providers and care recipients.

Financial reporting documents must be provided to DSS as outlined in the grant agreement. Care recipient fees are not part of the financial acquittal report. The acquittal report only acquits the grant provided by DSS.

Funding must only be used for the purposes for which it was provided.

2.11 DSS's responsibilities and accountabilities under the Activity

The Minister has overall responsibility for the National Aboriginal and Torres Strait Islander Flexible Aged Care Activity.

DSS will:

- meet the Government's terms and conditions of the grant agreement established with organisations;
- ensure that services provided under the Activity are accountable to the Australian Government under the terms and conditions agreed in the grant agreement and through progress reports as required;
- administer the operation of the Activity in a timely manner;
- identify suitable providers to deliver the activities required as per the grant agreement;
- work in partnership with the service provider to ensure the Activity is implemented and provide the service provider with constructive feedback;
- ensure that the outcomes contained within the Programme Guidelines are being met and evaluate the provider's performance against the Activity outcomes.

Information on the successful grants will be published on the [DSS website](#).

Where DSS has invited applications for grants or has received unsolicited proposals, the final decisions about service delivery areas, sites, proposals for service delivery, capital works or requirements to meet a specific need will be made by the DSS delegate.

2.12 Service Providers responsibilities and accountabilities under the Activity

In entering into a grant agreement with DSS, the service provider must comply with all requirements outlined in the suite of documents that comprise the agreement, including this Programme Guideline Overview, the grant agreement and the [General Grant Conditions](#).

Service providers are responsible for ensuring:

- the terms and conditions of the grant agreement are met;
- service provision is effective, efficient, and appropriately targeted;
- the highest standards of duty of care are applied;
- services are operated in line with, and comply with the requirements as set out within all state and territory and Commonwealth legislation and regulations;
- Indigenous Australians have equal and equitable access to services;
- they work collaboratively to deliver the Activity;
- they contribute to the overall development and improvement of the Activity such as sharing best practice;
- they meet the costs of applying for funding and associated costs for service delivery;
- the provision of comprehensive, coordinated and integrated ongoing support and care services;
- through requirements of the Quality Framework for the Programme, staff and/or volunteers are provided with access to training and education;
- they maintain quality and service standards;
- any sub-contractors are appropriately qualified and experienced;
- they maintain contact with DSS;
- they demonstrate effective management processes based on continuous improvement to service management, planning and delivery;
- they meet their own corporate governance responsibilities including matters such as financial management, industrial relations and Work Health and Safety;
- they have a complaints mechanism and resolution process; and
- they report data as detailed in the grant agreement.

Other roles and responsibilities of the parties will be outlined in the grant agreement and the *National Aboriginal and Torres Strait Islander Programme Manual*.

The service provider will not subcontract the performance of any part of the Activity without prior approval in writing from DSS.

Additionally, the subcontractors, if any, will perform work in relation to the Activity in accordance with the grant agreement and are approved by DSS to do so.

The remedies available to DSS in the event of non-compliance, or Event of Default, are generally detailed in the grant agreement.

Ensuring continuity of service provision is of critical importance to the Australian Government. Where there is a risk to ensuring continuity of service provision the service provider may be required to develop a Transition-Out Plan as detailed in the grant agreement.

The aim of the Transition-Out Plan is to guarantee the smooth transition or ceasing of the Activity and to ensure minimal disruption of services to care recipients. The Transition-Out Plan should address issues that enable the orderly transition of the services from the service provider to an alternative service provider on expiry or termination of the grant agreement.

The service provider is required to provide DSS with at least six months written notice of any intention to cease providing care and services under the grant agreement. DSS may request a copy of the Transition-Out Plan at any time.

2.13 Risk management strategy

All DSS grant agreements are managed according to their level of assessed risk. The Organisations of service providers will be subject to a provider capacity risk assessment prior to any negotiation of grant agreements. Organisations may also be required to participate in a financial viability assessment during the assessment of a grant funding application. Service delivery is monitored during the term of the grant agreement and is used to provide supporting information and evidence for ongoing risk assessments.

3. Application Process

3.1 Overview of the application process

All grant processes will be undertaken in accordance with the requirements of the Commonwealth Grant Rules and Guidelines and will be consistent with the objectives and priorities of the Activity.

3.2 Programme Guidelines

Applicants for grants funding rounds conducted for this Activity will be provided with the Programme Guidelines suite of documents comprising:

- the Programme Guidelines Overview (this document)
- the Programme Manual with information specifically relevant to this Activity; and
- an Application Pack - a suite of documents with information specific to each grant funding round conducted within the Activity.

3.2.1 Application Pack

The Application Pack consists of the following documents:

Funding Round Summary

The Funding Round Summary includes the following information:

- objectives and requirements of the funding round;
- the type of selection process being used;
- application opening and closing dates;
- the value of the funding round;
- how to submit an application;
- selection criteria;
- eligibility criteria; and
- the delegate who will approve the outcome of the process

Application Form

The Application Form asks applicants to address selection criteria relating to the particular funding round which they are applying for and also requires them to complete general information about the applicant as a service provider who is applying for funding.

DSS Comprehensive Grant Agreement Terms and Conditions

The DSS signed grant agreement will include information relating to the grant objectives, activities to be undertaken, the duration of the grant, payment, reporting requirements, supplementary terms and conditions, and DSS and provider signatures.

Applicants for funding rounds may also be provided with the following additional information as part of the application pack including a Questions and Answers document.

Questions and Answers

The Questions and Answers document aims to answer any questions and provide additional information relating to the Activity and any application process.

3.3 Achieving value for money

DSS will follow key guiding principles in order to establish or expand a National Aboriginal and Torres Strait Islander Flexible Aged Care Service.

In assessing the extent to which the application represents value for money, DSS will have regard to the following:

- the relative merit of each application;
- the overall objective/s to be achieved in providing the funding;
- the relative cost of the proposal, or elements of the proposal;
- the extent to which the applicant has demonstrated a capacity to deliver the aged care services; and
- the extent to which the evidence in the application demonstrates that the proposal will meet the aged care needs of the local community.

3.3.1 Establishing a New Service

The final selection of a service provider to establish a new National Aboriginal and Torres Strait Islander Flexible Aged Care service will be based on assessments of the following:

- the overall capacity of the service provider to ensure that the objective/s and outcomes of the Activity will be met;
- community commitment and engagement;
- the geographical location where the services will be delivered, that is, remote or very remote locations or a location where there is market failure;
- the location of other mainstream health/aged care services, such as Primary Health Care, the Commonwealth Home Support Programme, Home Care Packages Programme and/or respite services;
- the capacity of the service provider to deliver services that are sensitive to the needs of the local Indigenous communities;
- the ability of the service provider to meet regulatory and legislative requirements;
- the capacity of the service provider to deliver care over a sustained period; and
- whether the service provider will be located in a community with one or more of the following features:
 - the community is identified as a priority community by DSS, that is, having a critical unmet aged care need and for current services which are not meeting these needs;
 - the community is highly populated by care recipients in the targeted group; and/or
 - the community is experiencing high population growth within the target population or is anticipating high population growth within the target population.

Priority will be given to:

- those communities where the demand for aged care services exceeds the availability of services;
- locations that are assessed as being able to support and operate aged care services to Aboriginal and Torres Strait Islander people; and
- remote and very remote locations.

3.3.2 Expanding an Existing Service

Existing services may be selected to:

- increase the number of aged care places without the need to expand the existing building; or
- increase the number of aged care places and undertake capital works to accommodate the additional places.

The additional aged care places will be assessed on the following:

- the demonstrated growth or need in the community for additional aged care services;
- the utilisation of existing places;
- the service is a remote or very remote location;
- strength of the service providers organisation and its current links to other related services;
- the service providers ability to attract and retain staff to deliver the expanded aged care services;
- the extent to which the service provider has consulted with the local community about its aged care needs; and
- the service provider's capacity to implement new places in a timely manner.

3.4 Choice of selection process

When undertaking a selection process DSS will work according to the Commonwealth Grant Rules and Guidelines and consider the proportionality principle including the scale, nature, funding amount, complexity and potential risks involved in the funding round. The Delegate will consider proportionality principles to inform the choice of the application and selection process, the grant agreement to be used and the reporting and acquittal requirements.

The Activity funds a range of service types and other activities. Due to the size and complexity of the Activity, access to funding will be available through a variety of means and at various times throughout the funding period. DSS will undertake a selection process to select appropriate providers to achieve the Activity's objectives. The type of selection process will be determined by the relevant DSS delegate and will be guided by Commonwealth Grant Rules and Guidelines and these Programme guidelines.

3.4.1 Advertising a selection process

DSS may advertise any funding process:

- in major national newspapers and other selected newspapers or
- on the [DSS website](#), or
- on the [Government grants website](#).

Any advertisement will inform potential applicants of where to obtain application information for the relevant process. Processes will be provided on the [DSS website](#) under the Grants tab.

3.4.2 Direct selection process

From time to time, DSS may conduct a direct selection in the event that there is a change in Government policy, a shift in demographics, unforeseen or urgent circumstances, where direct selection represents the most effective, efficient and appropriate means of delivering the Activity objective or due to service provider failure.

A direct selection process is a closed non-competitive process, where an approach is made directly to an existing, high performing service provider to provide existing services, expand their current service delivery activities or deliver new services.

It involves assessment of a service provider's capacity to deliver an existing service, expanded service or capability to deliver a new service through use of selection criteria and/or an assessment of a service provider's current performance.

3.4.3 Restricted competitive selection process

A restricted (or targeted) selection process is used where there are few providers available due to highly specialised services being required, there are geographical considerations, specific expertise is required or there are time constraints.

A restricted grant round is still competitive, but only opens to a small number of potential grant recipients based on the specialised requirements of the grant activity or project under consideration. Potential grant recipients are invited to apply and will still need to be assessed against nominated selection criteria.

3.4.4 Expressions of Interest (EOI) process

DSS may call for Expressions of Interest (EOI) to test the market to ascertain the extent of potential applicants. An EOI will be advertised as the first in a two stage process. The second stage involves applicants selected through the EOI process applying in either a restricted or direct process.

3.4.5 Open competitive selection process

An open competitive selection process is open to all service providers operating in the market place. Open processes are advertised through the media, the [DSS website](#) and other sources in order to attract as much interest as possible.

Open competitive grant rounds have open and closed nominated dates, with eligible applications being assessed against the nominated selection criteria.

A merit pool may be created from an open competitive selection process, whereby any future service delivery needs (such as those resulting from novations or relinquishments). This merit pool will comprise all grant applicants which were deemed suitable in an open and competitive process. This will allow the Department to undertake a subsequent direct or restricted selection process.

3.4.6 Unsolicited Proposals

DSS will make provision under the Activity for one-off grants from unsolicited proposals. The unsolicited proposal would be to meet a specific need, often due to urgency or other circumstances. The proposal will be assessed by DSS via a direct selection process to ensure it meets the aims and objectives of the Activity. The assessment outcome will be approved by the relevant delegates as outlined in 3.4.

DSS has no obligation to accept an unsolicited proposal. Should DSS decide that it would be appropriate to accept an unsolicited proposal, it will notify the applicant in writing and enclose an application form. The applicant must return the completed application form to DSS.

DSS may assess unsolicited proposals in accordance with these Programme Guidelines, particularly with regards to the Activity under which the proposal falls.

Any decisions by DSS regarding the funding or non-funding of an unsolicited proposal will be final.

3.4.7 Procurement activities

DSS may also use funds appropriated for the Activity for the procurement of work directly related to the purpose of the Activity, such as for a Programme Evaluation. These procurements will be undertaken in accordance with the requirements of the Commonwealth Procurement Rules and will be for the purposes that are consistent with the aims, objectives and priorities of the Activity.

Any advertisement will inform potential applicants of where to obtain application information for the relevant process. Processes will be provided on the DSS website under the [Grants tab](#).

3.5 Service delivery areas/Aged Care Planning Regions

It is expected that if a service delivery catchment area changes, the service provider will be able to meet the cost of delivering the Activity in the revised area through its own efficiencies and within the funding provided.

Service providers are required to deliver services to the Aged Care Planning Regions specified in the grant agreement. Service providers are required to monitor demographic changes in their broader region and discuss varying their catchment areas with DSS if this helps address an emerging need not being met in that area. Where service delivery areas or catchment areas require definition, this will be provided in the Application Pack.

DSS may also, at its discretion, facilitate flexible grants in circumstances where service providers have met grant agreement requirements within a specified service area and wish to reallocate all or part of any remaining funds to another service they are funded to deliver in another service delivery area under the same grant agreement.

3.6 Selection criteria

This section sets out the suite of selection criteria that may be used for any funding process under the Activity.

Depending on the Activity, type of funding process and in the interest of red tape reduction, a reduced or tailored set of assessment criteria may be set by the appropriate Departmental Delegate exercising their ability to waive or add criteria. The final set of selection criteria will be reflected in the Application Pack.

Threshold Criteria

Assessment criteria or sub-criteria may be used as threshold criteria for any funding process. Should any of the assessment criteria be used as threshold criteria, this will be clearly indicated in the Application Kit.

The applicant will be required to address some or all of the following selection criteria:

1. Demonstrated experience in developing, delivering, managing and monitoring an aged care programme to achieve positive outcomes for Aboriginal and Torres Strait Islander peoples.
2. Describe how your organisation has consulted with the local community about its aged care needs.
3. Describe how your organisation has or will establish links with other services and align with and complement other services in your region (if any) to ensure care recipients have access to the services in the local community.
4. Demonstrate the need for aged care services in the identified community and that the local community support the delivery of the activity.
5. Demonstrate how your service delivery model will contribute to achieving the programme outcomes.
6. Demonstrate your organisations ability to meet regulatory and legislative requirements.
7. Demonstrate your organisations ability to deliver services in remote locations which are sensitive to the needs of the local Indigenous community.
8. Demonstrate your organisations ability to attract and retain staff to deliver the aged care services.
9. Demonstrate your organisations capacity to implement new places in a timely manner and deliver aged care over a sustained period in accordance with the Government's expectation of additional places allocated under the expansion of the Programme.
10. Demonstrate how the project is essential to assist your organisation to deliver high quality aged care services.

Tailoring the criteria is allowable where the criteria do not reflect the needs of the funding round or of the local community in which the service is to operate.

Meeting the selection criteria does not guarantee funding. Funding is limited and applications will be assessed and prioritised according to the extent to which they meet the selection criteria. Only applications meeting the selection criteria to a high degree are likely to be considered for funding.

3.7 How to submit an application

3.7.1 How to submit an unsolicited proposal application

A service provider, community, region or jurisdiction may approach DSS through the Department's State and Territory Network Office or directly to the National Office to discuss unsolicited proposals at any time. An application form may be provided for the applicant to complete and return to DSS for assessment.

DSS may **not** issue Application Forms or accept completed applications by fax.

All applicants will need to respond fully to the Selection Criteria in the Application Form and provide the information required in the format and to the extent specified.

All information requested on the application form must be provided to enable an application to be fully considered.

Applicants must meet the costs associated with the development and lodgement of their application.

An application is not an agreement or contract.

3.7.2 How to submit an application through a selection process or an EOI

Applications are to be submitted electronically, however, applicants unable to submit electronic applications can provide an unbound copy to the address which will be stated in the Application Pack.

DSS may **not** issue Application Forms or accept completed applications by fax.

All applications must be received by the closing date and time as stated in the Application Pack.

All applicants, including current service providers, will need to respond fully to the Selection Criteria in the Application Form and provide the information required in the format and to the extent specified.

Applications can only be submitted during the application round for the Activity and for the locations or sites as defined in the Application Pack.

All information requested on the application form must be provided to enable an application to be fully considered.

Applicants must meet the costs associated with the development and lodgement of their application.

An application is not an agreement or contract.

3.8 Applicant's Responsibilities

It is the responsibility of the applicant to ensure that their application is complete and accurate. Giving false or misleading information to DSS is a serious offence, and applicants or their partners who do so may be prosecuted under section 137.1 of the *Criminal Code Act 1995*.

Applicants should ensure they keep a copy of their application and any supporting papers, either electronically or in hard copy, for their own records.

If an applicant submits more than one application for the same Activity in the same region, only the latest application will be considered.

3.9 What needs to be included?

DSS will not assess applications that do not contain all required attachments outlined in the Application Form where an Application Form is provided for completion by applicants.

3.10 What should not be included?

Any attachments to the Application Form which are not specifically requested in the Application Form may not be considered as part of the assessment process.

3.11 What happens if an applicant provides more than the specified number of words?

The Application Form may specify a word limit for each selection criteria. Text beyond the word limits may not be considered as a part of the assessment process.

3.12 Closing date and time

The timeframe for submission of applications for any funding process will be set out in the Application Pack.

In order to be received by DSS, the application must be submitted in full via the method prescribed in the Application Pack.

The applications must be received by DSS within the application period to be considered.

3.13 Late Applications

DSS may reject any application lodged after the closing date. If an application is late, DSS may determine that there were exceptional circumstances beyond the applicant's control that meant the deadline could not be met. The applicant will need to supply documentary evidence to support any exceptional circumstances. DSS has no obligation to accept a late application. Any decision by DSS to accept or not accept a late application will be final.

3.14 Funding Period

The funding period is as agreed between DSS and the service provider, and is generally per financial year, starting on 1 July, and may be offered for a period of up to five years.

Funding periods for one-off grants will be stipulated in the grant agreement.

3.15 Conflicts of Interest

Service providers must identify any potential or actual conflicts of interest they believe will, or may, arise during the term of the grant agreement.

A conflict of interest can arise when a service provider's integrity, objectivity or fairness in performing the services is at risk due to a pecuniary interest of a person or organisation associated with the service provider or a conflicting business arrangement.

Service providers must specify how any actual or perceived conflict of interest will be addressed and monitored to ensure it does not compromise the activity's desired outcomes.

DSS reserves the right to assess the potential impact of any conflict or perceived conflict of interest and what plans, strategies or processes, if any, are proposed to manage the conflict of interest.

Service providers will be expected to advise DSS of any potential conflicts of interest through the application process.

If for any reason DSS is not satisfied that there are appropriate arrangements in place to address or manage a perceived or actual conflict of interest during the term of the agreement, DSS may withdraw the grant funding.

In accordance with the DSS Conflict of Interest Policy Guide, the APS Values and Code of Conduct, DSS staff will abide by all relevant policies and procedures in selecting suitable recipients for DSS Grants. DSS acknowledge that in instances where funding is provided through a direct or restricted funding round and a greater perception of conflict of interest may exist, DSS staff will abide by and within the parameters of the Chief Operating Instructions and DSS Granting processes.

For more information on the [Conflict of Interest Policy](#) for DSS employees and contractors (who are treated as agency staff and required to abide by this policy and the APS Values and Code of Conduct).

4. Terms and conditions applying to Selection/s

4.1 Liability issues

DSS is not liable to the service provider in relation to the funding, including without limitation, when DSS:

- varies or terminates all or any part of the negotiations with the service provider;
- decides not to acquire any or all of the services sought through the selection of a service provider; and/or
- exercises or fails to exercise any of its other rights under, or in relation to the Programme Guideline Overview.

4.2 DSS's rights

DSS reserves the right to amend the Programme Guidelines by whatever means it may determine in its absolute discretion and will provide reasonable notice of these amendments.

4.3 Disclaimer

DSS, its officers, agents and advisors:

- are not, and will not be, responsible or liable for the accuracy or completeness of any information in or provided in connection with the Programme Guidelines or Programme Manual;
- make no express or implied representation or warranty that any statement as to future matters will prove correct;
- disclaim any and all liability arising from any information provided to the service provider, including, without limitation, errors in, or omissions contained in that information;
- except so far as liability under any statute applies, accept no responsibility arising from errors or omissions contained in any information in this document; and
- accept no liability for any loss or damage suffered by any person as a result of that person, or any other person, placing reliance on the contents of these documents, or any other information provided by DSS.

4.4 Fraud

DSS is committed to the Commonwealth Fraud Control Policy and Guidelines. Service providers should familiarise themselves with [the DSS Fraud Control Policy Statement](#). The Fraud Control Policy Statement also underpins a service providers respective fraud and risk minimisation responsibilities when dealing with DSS.

Service providers can report all fraud concerns by:

- leaving an anonymous voicemail message on the DSS Fraud Hotline (1800 133 611); or
- emailing fraud@DSS.gov.au.

4.5 Personal Information

Any personal information you provide is protected under the *Privacy Act 1988*. It can only be disclosed to someone else if you have been given reasonable notice of the disclosure; where disclosure is authorised or required by law or is reasonably necessary for the enforcement of the criminal law; if it will prevent or lessen a serious and imminent threat to a person's life or health; or if you have consented to the disclosure.

If you have questions or concerns about how your personal information is handled you can contact the Privacy Officer at DSS on 1300 653 227 (local call cost, but calls from mobile and pay phones may incur higher charges) or (02) 6244 1449, or the Privacy Commissioner on 1300 363 992 (local call cost, but calls from mobile and pay phones may incur higher charges) or the Australian Government Privacy Officer by emailing: privacy@privacy.gov.au.

4.6 Freedom of Information

All documents in the possession of DSS including those in relation to the Activity are subject to the *Freedom of Information Act 1982* (FOI Act).

The FOI Act creates a general right of access to documents in the possession of DSS and this right of access is limited only by the exceptions and exemptions necessary for the protection of essential public interests and private and business affairs of persons in respect of whom the information relates.

Decisions regarding requests for access under the FOI Act will be made by an authorised decision-maker in accordance with the requirements of the FOI Act.

All FOI requests are to be referred to the FOI Coordinator, Public Law Branch, in DSS.

-

5. Financial and Other Arrangements

5.1 Financial arrangements

DSS generally uses a standardised grant agreement, however some grants may be provided using a comprehensive agreement or a 'Letter of intent'.

When a standardised grant agreement is used grants will only be provided in accordance with an executed grant agreement. The terms and conditions of DSS's grant agreements cannot be changed.

The grant agreement will contain the entire agreement between the parties. There is no binding agreement on any parties until the grant agreement is agreed to and signed by the Department's delegate and the Organisations authorised representative.

The grant agreement is the legal agreement between DSS and the service provider over the period of the grant. In managing the grant provided, the service provider must comply with all the requirements of the grant agreement.

Service providers are responsible for ensuring that:

- the terms and conditions of the grant agreement are met;
- service provision is effective, efficient, and appropriately targeted;
- highest standards of duty of care are applied; and
- services are operated in line with, and comply with the requirements as set out within all state and territory and Australian Government legislation and regulations.

Service providers should also be aware of any case based law that may apply or affect their service delivery. The Terms and Conditions of the grant agreement are available on the [DSS website](#).

6. Complaints

6.1 Applicants/Service Providers

Applicants and service providers can contact the complaints service to lodge a complaint if they have concerns about DSS's service(s), the selection process or the services provided by other DSS service providers.

Applicants and service providers can lodge complaints through the following channels:

Telephone: 1800 634 035 (local call cost, but calls from mobile and pay phones may incur higher charges).

Fax: (02) 6204 4587

Mail: Complaints
Department of Social Services
PO Box 7576
Canberra Business Centre ACT 2610

If an applicant or service provider is at any time dissatisfied with DSS's handling of a complaint, they can contact the Commonwealth Ombudsman via the [Ombudsman Website](#) or by telephone on 1300 362 072 (local call cost, but calls from mobile and pay phones may incur higher charges).

6.2 Client/Care recipient

Service providers should have a transparent and accessible complaints handling policy. This policy should acknowledge the complainant's right to complain directly to the organisation, outline the process for both dealing with the complaint and provide options for escalation both within the service provider's organisation and to DSS, if necessary.

Service providers need to ensure that all care recipients and their families are informed of the arrangements in place to make complaints about matters related to the care provided and to have their complaints dealt with fairly, promptly, confidentially and without retribution.

Service providers must ensure that they provide information about their complaints handling policy and processes in all correspondence to care recipients and potential care recipients.

If the care recipient is unsatisfied with the service provider's response to a concern or a complaint the Aged Care Complaints Scheme is also available to assist care recipients.

The Aged Care Complaints Scheme (the Complaints Scheme) is a free service for care recipients to raise their concerns about the quality of care or services being delivered to people receiving aged care services that are subsidised by the Australian Government.

In most cases care recipients (or their representative) are expected to raise any concerns with the service provider directly. However, if a care recipient (or their representative) does not feel comfortable raising an issue directly with the provider or an issue has not been resolved satisfactorily, the care recipient or their representative may contact the Aged Care Complaints Scheme.

The Complaints Scheme can be contacted on 1800 550 552 (a free call from fixed lines; calls from mobiles may be charged). Complaints can also be made to the Complaints Scheme in writing and via the [Aged Care Complaints Scheme webpage](#).

The Complaints Scheme has the capacity to require a service provider to take action where they are not meeting their responsibilities. In a small number of cases, the complaint raised with DSS may be of such a nature that DSS will manage the complaint without asking the person to first raise their concerns with the service provider.

7. Contact information

Contact information for the Activity:

Address: Tuggeranong Office Park
Soward Way (Cnr Athllon Drive)
Greenway ACT 2900

Mail: PO Box 7576
Canberra Business Centre ACT 2610

Phone: 1800 625 136. (local call cost, but calls from mobile and pay phones may incur higher charges)

Email: grants@dss.gov.au

If you are deaf or have a hearing or speech impairment, you can use the [National Relay Service](#) to contact any of DSS's listed phone numbers.

8. Glossary and Acronyms

Aged Care Assessment Team (ACAT)	Aged Care Assessment Teams are multidisciplinary teams of health professionals responsible for determining eligibility for entry to residential aged care, home care and some flexible aged care services. In Victoria ACATs are known as Aged Care Assessment Services (ACAS).
Accountability	The state of being answerable and responsible for one's actions.
Act	The <i>Aged Care Act 1997</i> .
Activity	National Aboriginal and Torres Strait Islander Flexible Aged Care.
Advocacy	The process of speaking out on behalf of an individual or group to protect and promote their rights and interests.
<i>Aged Care Act 1997</i>	The principal legislation that regulates the Residential Aged Care, Flexible Care, and Home Care Programmes from 1 October 1997. The flexible aged care services funded under this Activity operate outside the regulatory framework of the <i>Aged Care Act 1997</i> .
Aged Care Complaints Scheme	The Aged Care Complaints Scheme provides a free service for anyone to raise their concerns about the quality of care or services being delivered to people receiving aged care services subsidised by the Australian Government, including residential care, Home Care Packages, the Commonwealth Home Support Programme and the Aboriginal and Torres Strait Islander Flexible Aged Care Programme.
Allied Health	The term used to describe health professionals providing a range of therapies other than medicine and nursing; for example, physiotherapists, occupational therapists, speech pathologists, social workers, dieticians, psychologists and podiatrists.
Australian Aged Care Quality Agency	The Agency which administers the Australian Government's Quality Reporting Programme, including conducting reviews of aged care services.
Carer	Carers can include family members, friends or neighbours who are identified as providing regular and sustained care and assistance to the care recipient. Carers frequently live with the person for whom they care.
Care Recipient	A person receiving flexible aged care services.
Care Recipient Agreement	An agreement between the care recipient and the service provider, sometimes also called a service agreement.
Care Plan	A plan developed in consultation with the care recipient which describes the type of services to be provided, the frequency and hours of actual service provision, the location at which the service will be provided and the respective responsibilities of the service provider, its staff and the care recipient.
Clinical Care	Care supervised or provided by a registered practitioner (i.e. Doctor, Registered nurse or Enrolled nurse).
Continuous Improvement	Ongoing pursuit of better practices with demonstrated outcomes.

Cultural Safety	<p>Cultural Safety is about recognising, respecting and nurturing the unique cultural identity of Aboriginal and Torres Strait Islander people and meeting their needs, expectations and rights.</p> <p>It is expected that the principle of cultural safety, outlined in the Quality Framework for the Activity, will be recognised and embedded in all aspects of the service provider's service delivery and quality systems.</p> <p>The service provider should ensure that policies, procedures and practices are in place to ensure the service delivers flexible, culturally appropriate care.</p> <p>The service provider should also ensure that individual care recipient interests, customs, beliefs and cultural backgrounds are valued and nurtured, and that the service assists care recipients to stay connected with their family and community.</p>
Dementia and Cognition Supplement	Specific funding provided for dementia care in Home Care.
Department, the	The Australian Government Department of Social Services (DSS).
Frailty Indexation	A financial supplement provided to address the disparity in funding per residential aged care place funded under the Programme as compared with mainstream residential aged care services operating under the <i>Aged Care Act 1997</i> .
Grant Agreement	The Agreement between the Australian Government and the service provider. These are performance based and legally enforceable agreements between the parties which set out the terms and conditions governing the business relationship.
Grant recipient	In these Programme Guidelines referred to as a 'service provider' and in the grant agreement a 'Provider'. The grant recipient is the legal entity or Organisation that enters into a grant agreement with DSS to provide Aboriginal and Torres Strait Islander Flexible Aged Care Services.
Governance	A method or system of government or management.
Home Care	A coordinated package of care services aimed at supporting people to remain living at home.
Home Care Subsidy	The subsidy payable by the Australian Government for providing home care.
My Aged Care	'My Aged Care' consists of a national phone line and a website which provide general information on aged care services and finders to locate local services.
National Aged Care Advocacy Programme (NACAP), the	The National Aged Care Advocacy Programme (NACAP) is funded by the Australian Government and provides free, confidential advocacy support and information to care recipients or potential care recipients of Australian Government subsidised aged care services about their rights and responsibilities when accessing services.
Programme	The Residential and Flexible Care Programme.
Quality	Providing products or services of high quality or merit.
	The Quality Framework for the National Aboriginal and Torres Strait Islander

Quality Framework	Flexible Aged Care Programme was developed to provide a set of quality standards for services funded under the Programme and a process for monitoring achievements against these standards.
Quality Review	The process of reviewing the quality of services delivered against the expected standards.
Residential Care	Personal and/or nursing care that is provided to a person in an aged care home in which the person is also provided with accommodation that includes appropriate staffing, meals and cleaning services, as well as furnishings, furniture and equipment for the provision of that care and accommodation.
Residential Concessional Supplement	A financial supplement paid to Aboriginal and Torres Strait Islander flexible aged care services for the provision of services.
Residential Viability Supplement	A financial supplement paid to eligible Aboriginal and Torres Strait Islander flexible aged care services to assist in the operation of small, rural and remote services to assist with viability.
Respite	Respite care (also known as short-term care) is a form of support for carers. It gives carers the opportunity to attend to everyday activities and have a break from their caring role.
Service provider	The grant recipient, referred to in these Programme Guidelines as the service provider, is the legal entity or Organisation that enters into a grant agreement with DSS to provide Aboriginal and Torres Strait Islander Flexible Aged Care Services.
The Service	The aged care service funded under the Programme to deliver the services detailed in the grant agreement.
Veterans' Supplement	The Veterans' Supplement in residential and home care provides funding for veterans with service related mental health conditions to ensure their service related mental health condition does not act as a barrier to accessing appropriate care.

Appendix A

The care services provided by the service provider must be based on the assessed care needs of the care recipient, when negotiating and agreeing to the care plan and the care services to be provided. The service provider must also ensure that these care services can be provided within their budget. It is not expected that all of the care and services listed will be provided to an individual care recipient.

Home Care

The range of care and services for home care may include the following:

A. Care services	Home care can include:
Personal services	Personal assistance, including individual attention, individual supervision and physical assistance, with: <ul style="list-style-type: none"> • bathing, showering including providing shower chairs if necessary, personal hygiene and grooming, dressing and undressing, and using dressing aids • toileting • dressing and undressing • mobility • transfer (including in and out of bed)
Activities of daily living	Personal assistance, including individual attention, individual supervision and physical assistance, with communication including assistance to address difficulties arising from impaired hearing, sight or speech, or lack of common language, assistance with the fitting of sensory communication aids, checking hearing aid batteries, cleaning spectacles and assistance in using the telephone
Nutrition, hydration, meal preparation and diet	Includes: <ul style="list-style-type: none"> • assistance with preparing meals • assistance with special diet for health, religious, cultural or other reasons • assistance with using eating utensils and eating aids and assistance with actual feeding if necessary • providing enteral feeding formula and equipment
Management of skin integrity	Includes: <ul style="list-style-type: none"> • providing bandages, dressings, and skin emollients • sheets, sheepskins, tri-pillows, and pressure relieving mattresses and • assistance in using the above aids
Continence management	Includes: <ul style="list-style-type: none"> • assessment for and, if required, providing disposable pads and absorbent aids, commode chairs, bedpans and urinals, catheter and urinary drainage appliances and enemas • assistance in using continence aids and appliances and managing continence
Mobility and dexterity	Includes: <ul style="list-style-type: none"> • providing crutches, quadruped walkers, walking frames, walking sticks and wheelchairs • providing mechanical devices for lifting, bed rails, slide sheets, sheepskins, tri-pillows, and pressure relieving

A. Care services	Home care can include:
	<ul style="list-style-type: none"> mattresses • assistance in using the above aids
B. Support services	Home care can include:
Support services	<p>Includes:</p> <ul style="list-style-type: none"> • cleaning • personal laundry services, including laundering of the care recipient's clothing and bedding that can be machine-washed, and ironing • arranging for dry-cleaning of the recipient's clothing and bedding that cannot be machine washed • medication management • rehabilitative support, or helping to access rehabilitative support, to meet a professionally determined therapeutic need • emotional support including ongoing support in adjusting to a lifestyle involving increased dependency and assistance for the recipient and carer if appropriate • support for recipient's with cognitive impairment, including individual therapy, activities and access to specific programmes designed to prevent or manage a particular condition or behaviour, enhance quality of life and provide ongoing support • providing 24-hour on-call access to emergency assistance including access to an emergency call system if the care recipient is assessed as requiring it • transport and personal assistance to help the recipient shop, visit health practitioners or attend social activities • respite care • assisting the care recipient, and the homeowner if the home owner is not the care recipient, to access technical advice on major home modifications • advising the care recipient on areas of concern in their home that pose safety risks and ways to mitigate these • arranging social activities and providing or coordinating transport to social functions, entertainment activities and other out-of-home services • assistance to access support services to maintain personal affairs
Leisure, interests and activities	Includes encouragement to take part in social and community activities that promote and protect the care recipient's lifestyle, interests and wellbeing
C. Clinical services	Home care can include:
Clinical care	<p>Includes:</p> <ul style="list-style-type: none"> • nursing, allied health and therapy services such as speech therapy, podiatry, occupational or physiotherapy services • other clinical services such as hearing and vision services
Access to other health and related services	Includes referral to health practitioners or other service providers

Residential Care

The range of residential care and services include the following:

A. Care and services	For residential care recipients including:
Daily living activities assistance	<p>Personal assistance, including individual attention, individual supervision, and physical assistance, with the following:</p> <ul style="list-style-type: none"> a) bathing, showering, personal hygiene and grooming b) maintaining continence or managing incontinence, and using aids and appliances designed to assist continence management c) eating and eating aids, and using eating utensils and eating aids (including actual feeding if necessary) d) dressing, undressing, and using dressing aids e) moving, walking, wheelchair use, and using devices and appliances designed to aid mobility, crutches, quadruped walkers, walking frames, walking sticks, and wheelchairs, including the fitting of artificial limbs and other personal mobility aids f) communication, including to address difficulties arising from impaired hearing, sight or speech, or lack of common language (including fitting sensory communication aids), and checking hearing aid batteries and cleaning spectacles <p>Excludes motorised wheelchairs and custom made aids Excludes hairdressing</p>
Emotional support	Emotional support to, and supervision of, care recipients
Treatments and procedures	<p>Treatments and procedures that are carried out according to the instructions of a health professional or a person responsible for assessing a care recipient's personal care needs, including supervision and physical assistance with taking medications, and ordering and reordering medications, subject to requirements of State or Territory law.</p> <p>Includes bandages, dressings, swabs and saline</p>
Recreational therapy	Recreational activities suited to care recipients, participation in the activities, and communal recreational equipment
Rehabilitation support	Individual therapy programs designed by health professionals that are aimed at maintaining or restoring a care recipient's ability to perform daily tasks for himself or herself, or assisting care recipients to obtain access to such programs
Assistance in obtaining health practitioner services	Arrangements for aural, community health, dental, medical, psychiatric and other health practitioners to visit care recipients, whether the arrangements are made by care recipients, relatives or other persons representing the interests of care recipients, or are made direct with a health practitioner
Assistance in obtaining access to specialised therapy services	Making arrangements for speech therapists, podiatrists, occupational or physiotherapy practitioners to visit care recipients, whether the arrangements are made by care recipients, relatives or other persons representing the interests of care recipients

A. Care and services	For residential care recipients including:
Support for care recipients with cognitive impairment	Individual attention and support to care recipients with cognitive impairment (for example, dementia and behavioural disorders), including individual therapy activities and specific programs designed and carried out to prevent or manage a particular condition or behaviour and to enhance the quality of life and care for such care recipients and ongoing support (including specific encouragement) to motivate or enable such care recipients to take part in general activities of the residential care service

B.	The service provider also needs to make available the following:
Administration	General operation of the residential care service, including documentation relating to care recipients
Maintenance of buildings and grounds	Adequately maintained buildings and grounds
Accommodation	Utilities such as electricity and water
Furnishings	Bedside lockers, chairs with arms, containers for personal laundry, dining, lounge and recreational furnishings, draw-screens (for shared rooms), wardrobe space, over-bed tables and towel rails Excludes furnishings a care recipient chooses to provide
Bedding	Beds and mattresses, bed linen, blankets, absorbent or waterproof sheeting, bed rails, incontinence sheets, ripple mattresses, sheepskins, tri-pillows, air mattresses appropriate to each care recipient's condition
Goods to assist staff to move care recipients	Mechanical devices for lifting care recipients, stretchers, and trolleys
Cleaning services, goods and facilities	Cleanliness and tidiness of the entire residential care service Excludes a care recipient's personal area if the care recipient chooses and is able to maintain this himself or herself
Waste disposal	Safe disposal of organic and inorganic waste material
General laundry	Heavy laundry facilities and services, and personal laundry services, including laundering of clothing that can be machine washed Excludes cleaning of clothing requiring dry cleaning or another special cleaning process, and personal laundry if a care recipient chooses and is able to do this himself or herself
Toiletry goods	Bath towels, face washers, soap, toilet paper, tissues, toothpaste, toothbrushes, denture cleaning preparations, mouthwashes, moisturiser, shampoo, conditioner, shaving cream, disposable razors

B.	The service provider also needs to make available the following:
	and deodorant
Meals and refreshments	<p>(a) Meals of adequate variety, quality and quantity for each care recipient, served each day at times generally acceptable to both care recipients and management, and generally consisting of 3 meals per day plus morning tea, afternoon tea and supper;</p> <p>(b) Special dietary requirements, having regard to either medical need or religious or cultural observance;</p> <p>(c) Food, including fruit of adequate variety, quality and quantity, and non-alcoholic beverages, including fruit juice</p>
Care recipient social activities	Programs to encourage care recipients to take part in social activities that promote and protect their dignity, and to take part in community life outside the residential care service
Goods to assist with toileting and incontinence management	Absorbent aids, commode chairs, bed pans and urinal covers, disposable pads, over-toilet chairs, shower chairs and urodomes, catheter and urinary drainage appliances, and disposable enemas
Nursing services	<p>Initial assessment and care planning carried out by a nurse practitioner or registered nurse, and ongoing management and evaluation carried out by a nurse practitioner, registered nurse or enrolled nurse acting within their scope of practice.</p> <p>Nursing services carried out by a nurse practitioner, registered nurse or enrolled nurse, or other professional appropriate to the service (for example, medical practitioner, stoma therapist, speech pathologist, physiotherapist or qualified practitioner from a palliative care team), acting within their scope of practice.</p> <p>Services may include, but are not limited to, the following:</p> <p>(a) establishment and supervision of a complex pain management or palliative care program, including monitoring and managing any side effects</p> <p>(b) insertion, care and maintenance of tubes, including intravenous and naso-gastric tubes</p> <p>(c) establishing and reviewing a catheter care program, including the insertion, removal and replacement of catheters</p> <p>(d) establishing and reviewing a stoma care program</p> <p>(e) complex wound management</p> <p>(f) insertion of suppositories</p> <p>(g) risk management procedures relating to acute or chronic infectious conditions</p> <p>(h) special feeding for care recipients with dysphagia (difficulty with swallowing)</p> <p>(i) suctioning of airways</p> <p>(j) tracheostomy care</p> <p>(k) enema administration</p> <p>(l) oxygen therapy requiring ongoing supervision because of a care recipient's variable need</p> <p>(m) dialysis treatment</p> <p>The service provider should facilitate access to nursing:</p>

B.	The service provider also needs to make available the following:
	<ul style="list-style-type: none"> • where these are not available in the service; or • the costs of providing the nursing are greater than the resources available in the Activity.
Therapy services, such as, recreational, speech therapy, podiatry, occupational, and physiotherapy services	<p>(a) Maintenance therapy delivered by health professionals, or care staff as directed by health professionals, designed to maintain care recipients' levels of independence in activities of daily living</p> <p>(b) More intensive therapy delivered by health professionals, or care staff as directed by health professionals, on a temporary basis that is designed to allow care recipients to reach a level of independence at which maintenance therapy will meet their needs</p> <p>Excludes intensive, long-term rehabilitation services required following, for example, serious illness or injury, surgery or trauma</p> <p>The service provider should facilitate access to therapies:</p> <ul style="list-style-type: none"> • where these are not available in the service; or • the costs of providing the therapy are greater than the resources available in the Activity.
Emergency assistance	At least one responsible person is continuously on call and in reasonable proximity to render emergency assistance

APPENDIX B

Charter of Care Recipients' Rights and Responsibilities – Residential Care

Rights - residential care

Each care recipient has the following rights:

- a) to full and effective use of his or her personal, civil, legal and consumer rights
- b) to quality care appropriate to his or her needs
- c) to full information about his or her own state of health and about available treatments
- d) to be treated with dignity and respect, and to live without exploitation, abuse or neglect
- e) to live without discrimination or victimisation, and without being obliged to feel grateful to those providing his or her care and accommodation
- f) to personal privacy
- g) to live in a safe, secure and homelike environment, and to move freely both within and outside the residential care service without undue restriction
- h) to be treated and accepted as an individual, and to have his or her individual preferences taken into account and treated with respect
- i) to continue his or her cultural and religious practices, and to keep the language of his or her choice, without discrimination
- j) to select and maintain social and personal relationships with anyone else without fear, criticism or restriction
- k) to freedom of speech
- l) to maintain his or her personal independence
- m) to accept personal responsibility for his or her own actions and choices, even though these may involve an element of risk, because the care recipient has the right to accept the risk and not to have the risk used as a ground for preventing or restricting his or her actions and choices
- n) to maintain control over, and to continue making decisions about, the personal aspects of his or her daily life, financial affairs and possessions
- o) to be involved in the activities, associations and friendships of his or her choice, both within and outside the residential care service
- p) to have access to services and activities available generally in the community
- q) to be consulted on, and to choose to have input into, decisions about the living arrangements of the residential care service
- r) to have access to information about his or her rights, care, accommodation and any other information that relates to the care recipient personally
- s) to complain and to take action to resolve disputes
- t) to have access to advocates and other avenues of redress
- u) to be free from reprisal, or a well-founded fear of reprisal, in any form for taking action to enforce his or her rights

Responsibilities - residential care

Each care recipient has the following responsibilities:

- a) to respect the rights and needs of other people within the residential care service and to respect the needs of the residential care service community as a whole
- b) to respect the rights of staff to work in an environment free from harassment
- c) to care for his or her own health and well-being, as far as he or she is capable
- d) to inform his or her medical practitioner, as far as he or she is able, about his or her relevant medical history and current state of health

APPENDIX C

Charter of Care Recipients' Rights and Responsibilities - Home Care

Rights – Home Care

Each care recipient has the following rights:

1 General

- a) to be treated and accepted as an individual and to have my individual preferences respected
- b) to be treated with dignity, with my privacy respected
- c) to receive care that is respectful of me, my family and home
- d) to receive care without being obliged to feel grateful to those providing my care
- e) to full and effective use of all my human, legal and consumer rights, including the right to freedom of speech regarding my care
- f) to be treated without exploitation, abuse, discrimination, harassment or neglect

2 Participation

- a) to be involved in identifying the home care most appropriate for my needs
- b) to choose the care and services that best meet my assessed needs, from the home care able to be provided and within the limits of the resources available
- c) to participate in making decisions that affect me
- d) to have my representative participate in decisions relating to my care if I do not have capacity

3 Care and Services

- a) to receive reliable, coordinated, safe, quality care and services which are appropriate to my assessed needs
- b) to be given before, or within 14 days after I commence receiving care, a written plan of the care and services that I expect to receive
- c) to receive care and services as described in the plan that take account of my lifestyle, other care arrangements and cultural, linguistic and religious preferences
- d) to ongoing review of the care and services I receive (both periodic and in response to changes in my personal circumstances), and modification of the care and services as required

4 Personal Information

- a) to privacy and confidentiality of my personal information
- b) to access my personal information

5 Communication

- a) to be helped to understand any information I am given
- b) to be given a copy of the Charter of Rights and Responsibilities for Home Care
- c) to be offered a written agreement that includes all agreed matters
- d) to choose a person to speak on my behalf for any purpose

6 Comments and Complaints

- a) to be given information on how to make comments and complaints about the care and services I receive
- b) to complain about the care and services I receive, without fear of losing the care or being disadvantaged in any other way

- c) to have complaints investigated fairly and confidentially, and to have appropriate steps taken to resolve issues of concern

7 Fees

- a) to have my fees determined in a way that is transparent, accessible and fair
- b) to receive invoices that are clear and in a format that is understandable
- c) to have my fees reviewed periodically and on request when there are changes to my financial circumstances
- d) not to be denied care and services because of my inability to pay a fee for reasons beyond my control

Responsibilities – Home Care

Each care recipient has the following responsibilities:

1 General

- a) to respect the rights of care workers to their human, legal and industrial rights including the right to work in a safe environment
- b) to treat care workers without exploitation, abuse, discrimination or harassment

2 Care and Services

- a) to abide by the terms of the written agreement
- b) to acknowledge that my needs may change and to negotiate modifications of care and service when my care needs do change
- c) to accept responsibility for my own actions and choices even though some actions and choices may involve an element of risk

3 Communication

- a) to give enough information to assist the approved provider to develop, deliver and review a care plan
- b) to tell the approved provider and their staff about any problems with the care and services

4 Access

- a) to allow safe and reasonable access for care workers at the times specified in my care plan or otherwise by agreement
- b) to provide reasonable notice if I do not require a service

5 Fees

- a) to pay any fee as specified in the agreement or negotiate an alternative arrangement with the provider if any changes occur in my financial circumstances
- b) to provide enough information for the approved provider to determine an appropriate level of fee.