

**AGREEMENT**

between the

**COMMONWEALTH OF AUSTRALIA**

as represented by the

Department of Health and Ageing

ABN 83 605 426 759

and

**New South Wales**

as represented by the

NSW Department of Health

ABN 92 697 899 630

**2008-09**

THIS Agreement is made

BETWEEN the

**COMMONWEALTH OF AUSTRALIA** ('the Commonwealth'), as represented by the Department of Health and Ageing ('the Department') ABN 83 605 426 759;

AND

**NEW SOUTH WALES** ('the State') as represented by the NSW Department of Health ABN 92 697 899 630

RECITALS:

- A. The Commonwealth has developed the Aged Care Assessment Program (ACAP) and the supplementary Dementia Support for Assessment (DSA) Program. Under a cooperative working arrangement the Commonwealth provides funds to State and Territory Governments specifically to operate Aged Care Assessment Teams (ACATs) – known as Aged Care Assessment Services in Victoria.
- B. The core objective of the ACAP is to comprehensively assess the needs of frail older people and facilitate access to available care services appropriate to their care needs.
- C. The following ACAP objectives have been designed to achieve the core objectives:
- (i) To ensure that older persons who belong to the following groups have equitable access to ACAT services:
    - Aboriginal and Torres Strait Islander people;
    - People of culturally and linguistically diverse backgrounds;
    - People living in rural and remote areas;
    - Veterans, their spouses, widows and widowers;
    - People with dementia;
  - (ii) To ensure that access to ACAT services is based on need;
  - (iii) To prevent premature or inappropriate admission to residential care homes;
  - (iv) To help frail older people live in the community;
  - (v) To facilitate access to the combination of services that best meets the needs of assessed clients;
  - (vi) To ensure that assessments of the care needs of frail older persons are comprehensive, incorporating the restorative, physical, medical, psychological, cultural and social dimensions of care need;
  - (vii) To involve clients and their carers, and other service providers in the assessment and care planning processes;

(viii) To promote the co-ordination of aged care and other support services to improve the appropriateness and range of care services available to frail older people;

(ix) To optimise assessment services provided within available resources

D. The Commonwealth has agreed to fund the State for the purpose described in this Agreement in support of the objectives and outcomes of the Program on the following terms and conditions.

#### THE PARTIES AGREE as follows:

#### 1. INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears:

**“Aged Care Assessment Program”** means an Australian government initiative where the Australian Government, under a cooperative working arrangement, provides funding to State and Territory Governments specifically to operate Aged Care Assessment Teams known as Aged Care Assessment Services in Victoria;

**“Aged Care Assessment Team”** means the persons engaged by the State under the ACAP, to conduct thorough and comprehensive assessments of the physical, medical, psychological, social and restorative care needs of frail older people, and provide information on a choice of appropriate available services to meet those needs;

**“Agreement”** means this document and includes any schedules and annexures;

**“Commonwealth Material”** means any Material:

- (a) provided by the Commonwealth to the State for the purposes of this Agreement; or
- (b) copied at any time from the Material referred to in paragraph (a)

**“Completion Date”** means the date that is the number of days specified in Item C after the Commonwealth has received all the deliverables required under this Agreement

**“Confidential Information”** means information that:

- (a) is by its nature confidential;
- (b) is designated by the Commonwealth as being confidential; or
- (c) the State knows or ought to know is confidential;

but does not include information that:

- (d) is or becomes public knowledge, other than by breach of this Agreement or by any other unlawful means;
- (e) is in the possession of the State without restriction in relation to disclosure before the date of receipt from the Commonwealth; or

(f) has been independently developed or acquired by the State;

**“Council of Australian Governments”** (COAG) is the peak intergovernmental forum in Australia. COAG comprises the Prime Minister, State Premiers, Territory Chief Ministers and the President of the Australian Local Government Association (ALGA);

**“COAG Projects”** means the projects commenced by the State using previous and current COAG funding, to target identified areas of need with the operation of the Aged Care Assessment Program (ACAP) in the State;

**“COAG Reform Agenda”** includes the national and state activities agreed by ACAP Officials designed to achieve the COAG objective for the ACAP, which is to provide ‘more timely and consistent assessments for frail older people requiring care services and their carers by improving and strengthening the Aged Care Assessment Program’;

**“Dementia Support for Assessment Program”** means the Program funded by the Commonwealth to assist the ACATs in rural areas to maintain their capacity to assess people with dementia;

**“Department”** includes any department or agency of the Commonwealth which is from time to time responsible for the administration of this Agreement;

**“e-ACCR”** is the title of the project developed to allow ACATs to electronically transmit records to Medicare Australia as referred to in Item A6-2(i) of the Schedule;

**“Evaluation Units”** means the projects, funded by the Commonwealth established to collate, analyse and report data at the state and territory level in order to monitor the performance of ACATs;

**“Extended Aged Care at Home – Dementia”** (“EACH D”) means the Program funded by the Commonwealth to assist people with dementia who experience difficulties in their daily life because of behavioural and psychological symptoms associated with dementia as referred to in item A4 of the Schedule;

**“Financial Statement”** means a statement provided in accordance with clause 5 (Reports) that includes details of the Funds received by the State and contributions received for the Specified Purpose from other sources, signed by an appropriate officer of the State and specifying the manner in which, and the purposes for which, any Funds paid by the Department under this Agreement have been expended (accompanied by supporting documentation);

**“Funding Period”** means the period of funding specified in Item B;

**“Funds”** means the amount or part thereof payable by the Commonwealth as specified in Item D and includes any interest on the Funds;

**“Intellectual Property”** includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

**“Liaison Officer”** means the persons or position holders specified in Item E;

**“Material”** means documents, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

**“Minister”** means the Commonwealth Minister of State having for the time being the administration for the Commonwealth of matters to which this Agreement relate;

**“Non-Significant Variation”** has the meaning set out in clause 4.3 of this Agreement;

**“Report”** means the reports to be provided to the Commonwealth in accordance with clause 5 (Reports) and Item C;

**“Specified Purpose”** means the purpose specified at Item A for which the Funds are paid to the State;

**“State”** includes the Northern Territory and the Australian Capital Territory.

1.2 In this Agreement, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (e) an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a party just because that party prepared the provision;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- (g) a reference to a Party (by whatever title) will, where the context so admits, include the officers, employees, agents and subcontractors of the Party, and the Party's successors and assigns; and
- (h) all references to 'clauses' are clauses in this Agreement all references to 'Items' are to Items in the Schedule to this Agreement, and any references to 'Schedule' are to the Schedule to this Agreement.

1.3 If there is any conflict or inconsistency between:

- (a) the terms and conditions contained in the clauses of this Agreement and any part of the Schedule, then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency;
- (b) the terms and conditions contained in the clauses of this Agreement and any part of the annexures (if any), then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency; and

- (c) any part of the Schedule and any part of the annexures (if any), then the Schedule will prevail to the extent of the conflict or inconsistency.

- 1.4 The laws of the Australian Capital Territory apply to this Agreement
- 1.5 This Agreement records the entire agreement between the Parties in relation to its subject matter.
- 1.6 No variation of this Agreement, other than a Non-Significant Variation in accordance with clause 4.3, is binding unless agreed in writing between the parties.
- 1.7 If a court or tribunal says any provision of this Agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.
- 1.8 If a Party does not exercise, or delays in exercising, any of its rights under this Agreement or at law, that failure or delay does not operate as a waiver of those rights.
- 1.9 A single or partial exercise by a Party of any of its rights under this Agreement or at law does not prevent the further exercise of any right.
- 1.10. The State cannot assign its obligations, and agrees not to assign its rights, under this Agreement without, in either case, prior approval in writing from the Commonwealth.

## **2. AGREEMENT PERIOD**

- 2.1 This Agreement commences on the Date it is signed and dated by the second party to do so and, unless terminated earlier, expires on the Completion Date.

## **3. FUNDING**

- 3.1 Subject to Parliamentary appropriation and to the provisions of this Agreement, the Department agrees to pay the Funds to the State in accordance with the payment schedule set out in Item D.
- 3.2 The funding to be contributed by the Department will not exceed the amount of Funds specified in Item D.
- 3.3 The State must advise the Department of any other funds that it is or will be receiving for the Specified Purpose.
- 3.4 The State, or State representatives, shall not impose fees or levies for any Specified Purpose provided through Commonwealth Funds under this Agreement.
- 3.5 The Department may at its discretion defer, reduce or not make a payment of Funds where it forms the reasonable opinion that the full payment is not properly required by the State because of funding surpluses or underspends under this Agreement.
- 3.6 Without limiting its rights, the Department may at its discretion defer, reduce or not make a payment of Funds (or part thereof) until the State has performed all of its

obligations that are required to be performed up to the date of that payment under this Agreement.

- 3.7 In consideration of the provision of the Funds, the State must use the Funds only for the Specified Purpose and on the terms and conditions set out in this Agreement and in accordance with the ACAP Financial Guidelines.

#### 4. MANAGEMENT OF FUNDS

- 4.1 The State must keep proper accounts and records of its receipt and use of the Funds, separately from other accounts and records of the State.

- 4.2 The State must not commit any part of the Funds for expenditure that is likely to occur after the end of the Funding Period without prior written approval from the Department.

- 4.3 Where Funds are approved on a project by project basis, an increase or decrease of not more than –

- (i) 15% of the approved upper limit for the projects to which the variation relates, or
- (ii) \$50,000

whichever is the lesser is known as a Non-Significant Variation

- 4.3.1 Subject to clauses 4.3.3, 4.3.4 and 4.3.5, a Non-Significant Variation of funding may be made by the State Minister responsible for the administration of this Agreement, without the approval of the Minister.

- 4.3.2 The State shall notify the Department in May and November of each year of any Non-Significant Variations made pursuant to clause 4.3.1. Such notification must include the following details:

the purpose of the Non-Significant Variation;

- (a) the amount of Funds to be transferred from the 'relinquishing' project to the 'receiving' project, and the resulting 'varied upper limit' for both the relinquishing project and the receiving project; and
- (b) an outline of how the Funds transferred by the Non-Significant Variation will be used.

- 4.3.3 A Non-Significant Variation must not be made if it would significantly lessen the State's ability to perform the Specified Purpose in respect of the relinquishing project.

- 4.3.4 A Non-Significant Variation cannot occur across projects with different funding bases or be made in respect of any one-off research projects, demonstration projects or pilot projects, which form part of the Specified Purposes without the consent of the Minister.

- 4.3.5 If the total amount of Funds transferred between projects by Non-Significant Variations within a Funding Period exceed the maximum limit allowable through Non-Significant Variations of the projects, the Minister's written consent must be obtained before any further variations can be made.

**5. REPORTS**

- 5.1 The State must provide the Commonwealth's Liaison Officer with Reports in accordance with Item C.
- 5.2 The reports must contain the information specified in Item C and include financial reports.
- 5.3 If requested by the Department, the State must provide the Commonwealth's Liaison Officer with a copy of any Material produced in relation to this Agreement.

**6. LIAISON**

- 6.1 The State must liaise with and report to the Commonwealth's Liaison Officer as reasonably required by the Commonwealth's Liaison Officer for the purposes of this Agreement.
- 6.2 Upon receipt of reasonable written notice, the State must within the time-frame stipulated in the notice, or within a reasonable time-frame if no time-frame is stipulated in the notice, provide any information in relation to the Specified Purpose requested by the Department for the purposes of this Agreement, including monitoring and evaluation.

**OTHER PROPERTY****7. ACCESS TO PREMISES AND MATERIALS**

- 7.1 The State must, at all reasonable times, give to persons authorised in writing by the Department, permission to:
  - (a) inspect any Material relevant to this Agreement; and
  - (b) access and copy any records of the State relating to the Specified Purpose or the receipt, expenditure or other use of the Funds.
- 7.2 The State agrees to provide all assistance reasonably requested by the Department in respect of any inquiry into or concerning the Specified Purpose or this Agreement.
- 7.3 The operation of this clause survives the expiration or earlier termination of this Agreement.

**8. INTELLECTUAL PROPERTY**

- 8.1 Any Intellectual Property rights and title to, or in relation to, Material will vest, upon creation, in the Commonwealth.
- 8.2 The Commonwealth grants to the State a perpetual, irrevocable, royalty-free and licence fee-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Material referred to in clause 8.1

- 8.3 If requested by the Department, after completion of the Funding Period or on the earlier termination of this Agreement, the State must deliver a complete copy of the Material and the Commonwealth Material to the Department, or deal with it as otherwise directed by the Department.

## 9. OTHER PROPERTY

- 9.1 Ownership of equipment purchased under this Agreement will be vested with the State and such equipment will be used for the purposes for which it is provided for the duration of the Agreement and any subsequent Agreements made under the ACAP. The State shall ensure that any capital items purchased under the Agreement for use by Aged Care Assessment Teams, including cars and computers, in the performance of their functions or duties are available for such use whenever necessary.

## 10. ACKNOWLEDGMENT AND PUBLICATIONS

- 10.1 The State must acknowledge the financial and other support it has received from the Commonwealth in:

- (a) all publications, promotional and advertising materials, public announcements and activities by it or on its behalf in relation to the Specified Purpose or any products, processes or inventions developed as a result of the Specified Purpose; and
- (b) the form set out in Item F, and if not set out in Item F, then in a form approved by the Department prior to its use.

- 10.2 This clause 10 survives the expiration or earlier termination of this Agreement.

## 11. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

- 11.1 Except as otherwise expressly provided, or as set out in this Agreement, the State must not represent itself, and must ensure that its employees do not represent themselves, as being an employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 11.2 The State is not by virtue of this Agreement, or for any purpose an employee, partner or agent of the Commonwealth, or invested with any power or authority to bind or represent the Commonwealth.

## 12. SUSPENSION AND TERMINATION

- 12.1 If:
- (a) the Department is reasonably satisfied that the terms and conditions of this Agreement have not been complied with by the State;
  - (b) the State, by notice in writing given to the Department, withdraws from this Agreement; or
  - (c) the Department considers it appropriate for any other reason;
- the Department may, after giving the State at least two months written notice, terminate this Agreement or require the State to immediately suspend dealings with the Funds.

- 12.2 If this Agreement is terminated in accordance with clause 12.1(c), the Commonwealth will only be liable for any reasonable costs (excluding, without limitation, loss of prospective income or profits) unavoidably incurred by the State, which are directly attributable to the termination. The Commonwealth will not be liable to pay any amount in excess of the amount of Funds remaining unpaid under this Agreement at the date of termination.
- 12.3 On termination of this Agreement, or for the duration of any suspension of dealings with the Funds, the State must hold the Funds in utmost good faith for use only in accordance with the directions of the Department and will cease all other dealings with the Funds. The Department may, upon the production of information to its satisfaction, approve in writing the expenditure of Funds properly incurred/committed by the State prior to the date of termination or suspension.
- 12.4 The Department may end the suspension of dealings with the Funds by written notice to the State, subject to such preconditions which the Department may reasonably require.
- 12.5 Subject to clause 12.2, the Department will not be obliged to pay any part of the Funds to the State after the termination of this Agreement or during any period of suspension of dealings with the Funds.
- 12.6 Except as provided in this clause, the Commonwealth will not come under any liability to the State for termination of this Agreement in accordance with clause 12.1.

### **13. REPAYMENT OF FUNDS**

- 13.1 If:
- (a) on the expiration of the Funding Period or on any earlier termination of this Agreement, any Funds:
    - (i) remain unspent or uncommitted; or
    - (ii) cannot, by reconciliation between the accounts and records maintained by the State (as reported to the Department by the State in the financial statements referred to in clauses 5.2 and 5.3 (Reports)) be shown to the reasonable satisfaction of the Department to have been spent or committed in accordance with this Agreement; or
  - (b) at any time the Department forms the reasonable opinion that any Funds have been used, spent or committed by the State other than in accordance with this Agreement;

the Department may by written notice to the State require the State to repay that part of the Funds, and the State must repay to the Department the amount set out in the notice, within 28 days of receipt of the notice.

- 13.2 The operation of this clause survives the expiration or earlier termination of this Agreement.

### **14. INDEMNITY**

- 14.1 The State indemnifies the Commonwealth, its officers, employees and agents ('those indemnified') from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand)

made, sustained, brought or prosecuted against those indemnified in any manner based on any loss or damage to any person or loss or damage to property which may arise in connection with any act or omission of the State or subcontractor in relation to the Specified Purpose.

- 14.2 The State agrees that the Commonwealth will be taken to be acting as agent or trustee for and on behalf of those indemnified from time to time.
- 14.3 The State's liability to indemnify the Commonwealth under clause 14.1 will be reduced proportionally to the extent that any unlawful or negligent act or omission of the Commonwealth or its employees or agents contributed to the loss or damage.
- 14.4 The indemnity referred to in clause 14.1 will survive the expiration or termination of this Agreement.

## **15. TAXES, DUTIES AND GOVERNMENT CHARGES**

- 15.1 Except as provided by this clause, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement will be borne by the State.
- 15.2 The Funds payable (the Original Funds Payable) to the State do not include any amount to cover any liability of the State for Goods and Services Tax (GST) on any supplies made under this Agreement which are taxable supplies within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (the GST Act).
- 15.3 If a supply made by the State under this Agreement is a taxable supply under the GST Act, the State may, by notice in writing to the Department, increase the Original Funds Payable by the Department by the amount of GST that is payable by the State on that part of the Original Funds Payable which relates to the taxable supply as if that part of the Original Funds Payable is the value of the supply for the purposes of the GST Act.
- 15.4 If required by the Department, the State must substantiate to the Department's reasonable satisfaction how any change in the amounts payable by the Department determined under this clause have been calculated before such changes will take effect.
- 15.5 In relation to any taxable supplies made under this Agreement, the State agrees to issue the Department with a tax invoice in accordance with the GST Act, together with or as part of each claim for further payment of Funds submitted for payment pursuant to clause 5.2 (Reports).

## **16. CONFIDENTIALITY**

- 16.1 The State must not disclose Confidential Information without prior approval in writing from the Department. In giving written approval the Department may impose such terms and conditions as it thinks fit.
- 16.2 The Commonwealth must not disclose Confidential Information without prior approval in writing from the State. In giving written approval the State may impose such terms and conditions as it thinks fit.
- 16.3 The Department may at any time by notice in writing to the State, require the State to give, and to arrange for its employees and subcontractors engaged in the

performance of the Specified Purpose to give written undertakings, in a form required by the Department, relating to the non-disclosure of Confidential Information. The State must promptly arrange for all such undertakings to be given.

- 16.4 The obligations on a party under this clause 16 will not be taken to have been breached to the extent that Confidential Information:
- (a) is disclosed by a party to its contractors, employees or volunteers solely in order to comply with obligations, or to exercise rights, under this Agreement;
  - (b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Agreement-related activities;
  - (c) is disclosed by the Department to the Prime Minister or another Minister of the Commonwealth or by the State to the Premier of NSW or another Minister of the State;
  - (d) is shared within the Department, or by the Department with another Commonwealth department or agency, where this serves the Commonwealth's legitimate interests;
  - (e) is disclosed by a party, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia or to the State Parliament;
  - (f) is authorised or required by law to be disclosed;
  - (g) is disclosed by a party and is information in a material form in respect of which an interest, whether by licence or otherwise, in the Intellectual Property Rights in relation to that material form, has vested in, or is assigned to, the party under this Agreement or otherwise, and that disclosure is permitted by that licence or otherwise; or
  - (h) is in the public domain otherwise than due to a breach of this clause 16.
- 16.5 Where a party discloses Confidential Information to another person:
- (a) pursuant to paragraphs 16.4(a), 16.4(b) or 16.4(d) – the disclosing party must:
    - (i) notify the receiving person that the information is Confidential Information; and
    - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
  - (b) pursuant to paragraphs 16.4(c) or 16.4(e) – the disclosing party must notify the receiving person that the information is Confidential Information.
- 16.6 The obligations under this clause 16 continue, notwithstanding the expiry or termination of this Agreement.

## **17. NOTICES**

- 17.1 A Party giving notice under this Agreement must do so in writing, including by facsimile, that is:
- (a) directed to the Party's address specified in Item E marked for the attention of the Liaison Officer or to such address as notified by the relevant party from time to time; and
  - (b) hand delivered or sent by pre-paid post or facsimile to that address or to such address as notified by the relevant party from time to time.
- 17.2 A notice given in accordance with clause 17.1 is received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post on the third Business Day after the date of posting;
- (c) if sent by facsimile, at the time the sender receives notification that the notice has been transmitted satisfactorily.

## SCHEDULE

### A. SPECIFIED PURPOSE

Commonwealth funding is provided to the State for the operation of Aged Care Assessment Teams (ACATs) and Evaluation Units through the Aged Care Assessment Program (ACAP) including Training, Extended Aged Care at Home (Dementia) assessment funding and specified projects under the Dementia Support for Assessment (DSA) Program and implementation of the ACAP Council of Australian Governments (COAG) reform agenda.

#### A1. Aged Care Assessment Program

The States are required to:

- (i) manage the day to day operations of the ACAP (including the management of complaints) in their state/territory in line with Commonwealth ACAP Guidelines;
- (ii) establish mechanisms to ensure that the Commonwealth's guidelines and conditions for managing the ACAP are met, including monitoring the performance of ACATs;
- (iii) provide input into the Commonwealth delegations process and ensure ACAT members holding Commonwealth Delegation exercise that delegation in accordance with the Commonwealth *Aged Care Act 1997* and Commonwealth Guidelines for the ACAP;
- (iv) implement the agreed objectives of the ACAP, as stipulated in the Recitals and ACAP Program Guidelines and ensure that conditions of funding are adhered to by ACATs;
- (v) provide the environment necessary for ACATs to operate effectively and independently by ensuring that appropriate management structures and processes are established, particularly for ACATs co-located with hospitals;
- (vi) meet regularly with the Department and determine strategic priorities on a national basis;
- (vii) giving due consideration to available resources, work with the Department to develop and implement appropriate performance indicators and systems to enable the monitoring of care coordination activities by all ACATs;
- (viii) ensure that any form designed to capture national ACAP Minimum Data Set Version 2 (MDS v2) data is jointly developed and approved by the Commonwealth and States; and
- (ix) implement activities designed to strengthen the ACAP and achieve the COAG objective for the ACAP, which is to provide 'more timely and consistent assessments for frail older people requiring care services and their carers by improving and strengthening the Aged Care Assessment Program'.

The State will ensure ACATs:

- (x) comprise or have access to a range of disciplines, skills and expertise (eg. geriatricians, physicians, registered nurses, social workers, physiotherapists, occupational therapists and psychologists), sufficient to make accurate and complete assessments of their clients' physical, medical, psychological, cultural, social and restorative care needs;
- (xi) undertake assessment and approval of clients in accordance with the Aged Care Act 1997, Principles and Commonwealth guidelines;
- (xii) respond to referrals for assessments in a timely manner. (As a guide ACATs should allocate a priority category, as defined in the ACAP MDS v2 data dictionary, at the time of referral);
- (xiii) participate in the collection of data to monitor levels of care coordination activities;
- (xiv) comply with instructions provided by the Department for collecting MDSv2 by completing the *Aged Care Client Record (ACCR)*;
- (xv) meet data quality reporting requirements;
- (xvi) transfer:
  - (a) MDSv2 data to the Evaluation Unit in accordance with agreed timeframes to enable quarterly reporting by the Evaluation Unit; and
  - (b) relevant ACCR information with client approval details to Medicare Australia.
- (xvii) participate in COAG reform agenda activities to improve and strengthen the ACAP.

## **A2. Evaluation Unit**

The State will ensure the Evaluation Unit (EU):

- (i) operates in accordance with this Agreement, Commonwealth Guidelines and Business Rules for the ACAP;
- (ii) collaborates to amend and comply with agreed amendments as required to Quarterly and Annual Report templates and Business Rules for Minimum Data Set Version 2;
- (iii) monitors MDSv2 maintenance and quality using agreed Business Rules;
- (iv) collects and analyses MDSv2 data;
- (v) provides a telephone based and on-line support function to assist ACATs to fulfil their MDS data collection and reporting requirements. This may include:
  - providing technical support in relation to data collection software; and
  - support for coding of MDSv2 elements;
- (vi) undertakes software development and maintenance, including the provision of software training for ACATs;
- (vii) promptly responds to any ad hoc MDS queries requested by the Department giving due consideration to available resources;

- (viii) actively works with Commonwealth planners in the Department's State Offices to inform aged care planning activities;
- (ix) for Quarters 1, 2 and 3, submits MDSv2 de-identified individual client data to the designated National Data Repository to the timetable below;

DUE DATE	ITEM
10 Nov 2008	Interim Quarter 1 (July to September 2008) data
9 Feb 2009	Interim Quarter 2 (October to December 2008) data
11 May 2009	Interim Quarter 3 (January to March 2009) data

- (x) meet data quality, reporting and timeframe requirements and arrange correction of data, where necessary, in time to be included on the update extract;
- (xi) transfers the data to the National Data Repository using, as a minimum, Comma Separated Value (CSV) transfer mechanisms;
- (xii) for Quarters 1, 2 and 3, submits MDS updates from previous quarter to the National Data Repository to the timetable below; and

DUE DATE	ITEM
29 Aug 2008	Updated Quarter 3 (January to March 2008) data
9 Feb 2009	Updated Quarter 1 (July to September 2008) data
11 May 2009	Updated Quarter 2 (October to December 2008) data

- (xiii) For Quarter 4 (April to June 2008) only, submits final MDS data for Quarter 4 2007-08 to the National Data Repository by 29 August 2008. No interim data need be submitted for Quarter 4.

### **A3. Dementia Support for Assessment (DSA) Program**

The State will ensure:

- (i) Funds provided under the DSA program are used to fund the projects detailed in Item D3 of this schedule. Funds provided for a specific project approved as part of the Specified Purpose may be used for another project or projects approved under the DSA Program if circumstances prevent those Funds being used for the original project.
- (ii) DSA funds are not used to purchase generalised support resources such as cars, computers, photocopiers, mobile phones etc.

### **A4. Extended Aged Care at Home (Dementia)**

The State will ensure the funds provided for EACH (Dementia) assessments are distributed proportionately to the teams according to the allocation of EACH D packages.

## **A5. Recurrent ACAT Training**

The State will ensure that recurrent training funds are used to assist in the training of ACAT members in accordance with the priorities identified each year. Priorities will be agreed by the State and Commonwealth Liaison officers, or their representatives.

## **A6. ACAP COAG Reform Agenda**

A6-1 For 2008-09 the State will use the funds provided to support the ACAT Education Officer (AEO) Model under the ACAT National Training Strategy for the following priorities:

- (i) Availability for nominated state/territory representatives of the National ACAT Training Reference Group to undertake:
  - Responsibilities as outlined in their agreed Terms of Reference
  - Activities as outlined in their agreed Annual Work Plan
  - Provision of a written report on state/territory training activities to the Commonwealth at the bi-annual National Training Reference Group workshops.
- (ii) Provide funds to cover travel and accommodation costs associated with AEOs attending the bi-annual National AEO workshops to be held in Canberra.
- (iii) Provide AEOs access to support guidance of a state or territory training coordinator and/or the state and territory training forums as appropriate.
- (iv) Provide AEOs access to the appropriate training equipment and resources to undertake their role effectively.

These priorities will be reviewed at the end of the funding period.

A6-2 The State will use ACAP COAG funds for projects which progress the implementation of the priority activities as agreed by the State and Commonwealth Liaison Officers. The State will use ACAP COAG funds to implement all or some of the following activities:

- (i) Assist ACATs to develop the necessary infrastructure and processes to enable the rollout of the e-ACCR in accordance with the eACCR Project National Rollout Plan. This may include providing ACATs with:
  - Computers (ongoing maintenance costs associated with computers will be the responsibility of the state)
  - Internet access
  - Information technology training and other information technology support including administrative staff
  - Other costs that the State identifies to be associated with facilitating the implementation of the e-ACCR.
- (ii) Support state wide training or additional support for AEOs, as part of the implementation of the National Training Strategy.

- (iii) Targeted activities to improve the business processes of individual ACATs, focussing on continuous quality improvement. This may be a continuation of previous COAG Projects, to ensure that the outcomes from those COAG Projects are utilised.
- (iv) Administrative overheads associated with managing the COAG initiative, including additional staff.
- (v) Activities for strengthening the ACAP as identified through previous COAG Projects, which may be a continuation or additional phases of them; or from the National Review of ACATs.

A6-3 The State will use ACAP COAG funds for the Evaluation Unit to engage additional staff to actively work with the Commonwealth to proceed with the national rollout of the eACCR project. The additional funds are provided to ensure that all ACATs using the ACE software transition across to the eACCR by 30 June 2009. The State will use the funds to implement a range of activities including:

- Implement the recommended changes to ACE and include the next version of the eACCR being developed by Medicare Australia in 2008;
- Develop non-ACE strategies;
- Provide support to ACAT preparations and training for the eACCR;
- Develop a multi-pronged training strategy for the State and State specific training material for the ACATs that support both face to face and offline training;
- Consider strategies to develop expert users in each ACAT; and
- Attend on-site for the installation and provide some training/business support following transition to eACCR either through direct support or establishing an ACE super-user with the local ACAT.

## **B. FUNDING PERIOD**

The financial year beginning 1 July 2008 and ending 30 June 2009.

## C. REPORTS

The Completion Date is the date that is 60 days after the Commonwealth has received the final deliverable required under this Agreement.

Summary of reports and deliverables required under this Agreement is as follows:

REPORT TITLE	DUE DATE
COAG Project Plans (for each proposed project).	11 July 2008
EU Quarter 4 report 2007-08	15 September 2008
COAG Projects Progress Report	31 October 2008
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EU Quarter 1 report 2008-09	24 November 2008
EU Quarter 2 report 2008-09	26 February 2009
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DSA Projects proposed for 2009-10	1 May 2009
EU Quarter 3 report 2008-09	25 May 2009
COAG Projects Final Report	30 September 2009
DSA Program report 2008-09	30 September 2009
Annual Evaluation Unit Key Activities Report 2008-09	30 September 2009
Annual Financial Statements	30 September 2009
ACAP Narrative Report 2008-09	14 December 2009

### C1. Financial Statements

Within 3 months of the completion of the Funding Period, the State shall forward to the Department annual financial statements using the template at Attachment A which includes:

- (a) A statement of compliance signed by an appropriate officer appointed by the State for the purposes of administering this Agreement.

This statement shall set out whether:

- i) the Funds have been used for the purpose for which it was provided; and
- ii) the objectives of the Specified Purposes are being achieved and if not, the reasons why those objectives were not achieved.

- (b) A statement of income and expenditure certified by an appropriate officer, in respect of each Specified Purpose.

This statement shall include:

- i) income and expenditure in respect of each project reporting against recurrent and capital expenditure in a format determined by the Department.

- ii) certification that salaries and allowances paid to people employed under the Agreement are in accordance with award salary rates or any enterprise agreement or the general rates in force at the institution.
- iii) For the DSA Program, a breakdown of the expenditure of funds showing how much has been spent on
  - staff employment;
  - purchase of psychogeriatric diagnosis and assessment services; and
  - training or purchase of other resources.
- iv) For the EACH Dementia funds, a breakdown of the expenditure of funds against the teams that received the funds.
- v) For the recurrent ACAT training funds, a breakdown of the expenditure of funds.
- vi) For the ACAP COAG reform agenda funds, a breakdown of the expenditure of funds in respect of each project, including funds provided specifically to support the role of the AEOs.

## C2. Quarterly Reports

The State will ensure that the Quarterly Report using the quarterly report template (Attachment B) is forwarded to the Commonwealth Liaison Officer and ACATs to the timetable below:

DUE DATE	ITEM
15 Sep 2008	EU Quarter 4 (April to June 2008) report 2007/08
24 Nov 2008	EU Quarter 1 (July to September 2008) report 2008/09
26 Feb 2009	EU Quarter 2 (October to December 2008) report 2008/09
25 May 2009	EU Quarter 3 (January to March 2009) report 2008/09

Quarterly reports should generally contain only activity based tables, reported at the individual ACAT level and aggregated to State totals.

Quarterly reports are for internal Commonwealth and State government program management use only, not for public distribution.

## C3. Annual Report

The State will ensure that the 2007-08 Annual Report using the annual report template (Attachment C) is forwarded to the Commonwealth Liaison Officer and ACATs by 31 October 2008.

Appendices with additional tables that the State feel are of interest are welcome.

It is also mandatory to include types of data errors/gaps/inconsistencies detected and frequency of failed transfers of data or technical errors.

**C4. Evaluation Unit Annual Key Activities Report**

Within three months of the completion of the Funding Period, the State shall forward to the Commonwealth Liaison Officer a report of the Evaluation Units annual key activities for the funding period using the template at Attachment D.

**C5. Narrative Reports**

By 14 December 2009, the State will forward to the Commonwealth Liaison Officer an annual narrative report for the funding period using the template at Attachment E. Narrative reports are for internal Commonwealth and State government program management use only, not for public distribution.

**C6. Dementia Support for Assessment (DSA) Program Report**

Within three months of the completion of the Funding Period, the State shall forward to the Commonwealth Liaison Officer:

- (a) a qualitative report of the project or projects being funded including the number and professions of staff employed through the DSA grants; and
- (b) an update of the DSA projects proposed for funding in the next financial year by 1 May 2009.

**C7. ACAP COAG Reform Agenda Reports**

The State will provide to the Department the following:

- (a) A plan for each project by 11 July 2008 using the template at Attachment F.
- (b) COAG project progress reports by 31 October 2008 and 26 February 2009 using the template at Attachment G.
- (c) A final COAG project progress report by 30 September 2009 using the template at Attachment H.

## D. FUNDS

Summary of funding for 2008-09:

<b>TOTAL 2008-09 Funding for activities outlined in Section A - Specified Purpose</b>	<b>\$24,962,955</b>
---	---------------------

The Department will pay the funds set out in Table 1 to the State in equal amounts on a monthly basis, payable in the first week of each month.

Table 1:

<b>Funding for activities outlined in Section A - Specified Purpose</b>	<b>Funding 2008-09</b>
A1. Aged Care Assessment Teams	\$22,458,937
A2. Evaluation Unit	\$281,858
A3. Dementia Support for Assessment (DSA) Program	\$472,067
A4. EACH Dementia Assessments	\$217,869
A5. Recurrent ACAT Training	\$82,357
A6.1 COAG Reform Project - AEO Training model	\$115,413

The Department will pay the funds set out in Table 2 in three (3) equal instalments to the State upon delivery and acceptance of the reports identified at Item C7.

Table 2:

A6.2 COAG Reform Project – Other Projects	\$1,134,454
A6.3 COAG Reform Project – eACCR rollout	\$200,000

**D1. Aged Care Assessment Teams**

Allocation to Aged Care Assessment Teams is as follows:

Aged Care Assessment Teams		2008 – 09 Funding	
Greater Southern AHS	Albury	\$495,246	
	Bega Valley	\$152,485	
	Cooma	\$160,466	
	Eurobodalla	\$211,789	
	Goulburn	\$180,922	
	Murrumbidgee	\$185,021	
	Wagga Wagga	\$339,663	
	Young	\$67,612	\$1,793,204
Greater Western AHS	Bathurst	\$152,700	
	Dubbo	\$387,319	
	Far West	\$192,717	
	Orange	\$315,498	
	Parkes	\$134,735	\$1,182,969
Hunter New England AHS	Hunter Rural	\$480,007	
	Hunter Urban	\$1,477,898	
	Lower Mid North Coast	\$453,418	
	Narrabri	\$132,756	
	Northern Tablelands	\$238,986	
	Tamworth	\$293,788	\$3,076,853
North Coast AHS	Clarence Valley	\$223,107	
	Coffs Harbour	\$629,236	
	Macleay-Hastings	\$497,493	
	Richmond	\$545,170	
	Tweed Valley	\$426,028	\$2,321,034
Northern Sydney Central Coast AHS	Central Coast	\$1,300,613	
	Hornsby/Ku-Ring-Gai	\$897,623	
	Lower North Shore	\$529,522	
	Northern Beaches	\$858,748	
	Ryde	\$491,187	\$4,077,693
South Eastern Sydney Illawarra AHS	Kogarah	\$797,590	
	Illawarra/Shoalhaven	\$1,434,061	
	Randwick/Botany	\$474,900	
	Sutherland	\$645,100	
	Waverley	\$629,650	\$3,981,301
Sydney South West AHS	Bankstown	\$577,386	
	Camden/Campbelltown/Wollondilly	\$450,612	
	Canterbury	\$472,483	
	Concord	\$547,827	
	Camperdown	\$460,045	
	Liverpool/Fairfield	\$854,036	
	Wingecarribee	\$192,995	\$3,555,384
Sydney West AHS	Westmead/Auburn	\$1,208,644	
	Blacktown	\$549,529	
	Blue Mountains/Nepean	\$712,326	\$2,470,499
		<b>Total:</b>	<b>\$22,458,937</b>

**D2.** The Evaluation Unit is allocated a total of \$281,858

**D3.** Dementia Support for Assessment (DSA) Program is allocated a total of **\$472,067** to fund project activities as specified in the 2008-09 DSA project proposals. Funding is allocated to the following teams:

<b>Greater Southern AHS</b>		
Bega Valley ACAT – employ two part time registered nurses based in Bega and Goulburn	\$44,504	
Wagga Wagga ACAT - employ a psychogeriatric nurse	\$64,753	\$109,257
<b>Greater Western AHS</b>		
Bathurst, Orange and Parkes ACATs – employ part time counsellor and registered nurse	\$45,002	
Dubbo ACAT – employ a part time psychogeriatric registered nurse	\$26,875	
Far West ACAT – employ a part time registered nurse	\$54,697	\$126,574
<b>Hunter New England AHS</b>		
Hunter Rural ACAT – engage a part time dementia nurse	\$56,600	
Northern Tablelands ACAT – engage a registered nurse	\$56,292	\$112,892
<b>North Coast AHS</b>		
Macleay Hastings ACAT – support fly-in service of one psychogeriatrician and one part time registered nurse	\$50,117	
Richmond ACAT – support funding of one full time psychologist	\$58,499	\$108,616
<b>South Eastern Sydney Illawarra AHSe</b>		
Illawarra/Shoalhaven ACAT - Support one part time enrolled nurse	\$14,728	\$14,728
<b>TOTAL:</b>		<b>\$472,067</b>

**D4.** The Extended Aged Care at Home (Dementia) assessment allocation is **\$217,869**

**D5.** The ACAT recurrent training allocation is **\$82,357**

**D6.1.** ACAP COAG Reform Agenda – AEO Training Model  
A total of **\$115,413** is allocated to fund the AEO Training Model

**D6.2.** ACAP COAG Reform Agenda – Other Projects  
A total of **\$1,134,454** is allocated to fund the COAG reform agenda projects.

**D6.3.** COAG Reform Project – eACCR rollout allocation is **\$200,000**.

## E. LIAISON OFFICERS

### Commonwealth Department Contact

Ms Sandra Withers  
Manager  
Community Care Interface  
Department of Health and Ageing  
1 Oxford Street  
DARLINGHURST NSW 2010

Ph: (02) 9263 3779  
Fax: (02) 9263 3796  
Email: [sandra.withers@health.gov.au](mailto:sandra.withers@health.gov.au)

### State Department Contact

Ms Barbara Anderson  
Acting Manager  
Aged Care Integration Unit  
Strategy Development Division  
NSW Health Department  
Locked Mail Bag 961  
NORTH SYDNEY NSW 2059

Ph: (02) 9391 9827  
Fax: (02) 9424 5816  
Email: [bande@doh.health.nsw.gov.au](mailto:bande@doh.health.nsw.gov.au)

## F. ACKNOWLEDGEMENT

The State will ensure the Australian Government branding design is used in all publications, promotional and advertising material where the state logo is used.

The State will acknowledge Australian Government funding for the Program in all publications, promotional and advertising materials, public announcements and activities by it or on its behalf in relation to the Program using either of the following acknowledgements:

*Aged Care Assessment Program [or ACAP] is jointly funded by the Australian Government and the [insert name of state or territory government].*

*ACAP is an initiative of the Australian Government and is jointly funded by the Australian Government and the [insert name of state or territory government].*

**SIGNED**

for and on behalf of the  
COMMONWEALTH OF AUSTRALIA  
acting through the Department of Health  
and Ageing ABN 83 605 426 759 on:

7 October 2008  
Date

by:

Vicki Murphy  
Name of signatory

NSW State Manager  
Position of signatory

in the presence of:

PAUL TARANTO  
Name of witness

V.A. Murphy  
Signature

Paul Taranto  
Signature of witness

**SIGNED**

for and on behalf of  
NEW SOUTH WALES acting through  
the NSW Department of Health  
ABN 92 697 899 630 on:

30 September 2008  
Date

by:

Janet Anderson  
Name of signatory

Director, Inter-Government &  
Funding Strategies, NSW Dept  
of Health  
Position of signatory

in the presence of:

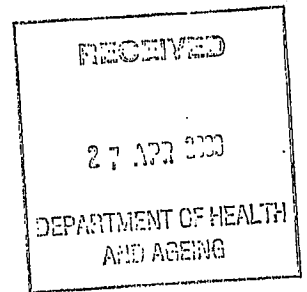
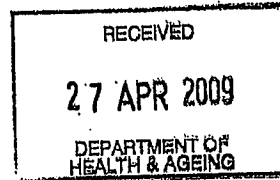
D. WAINOHU  
Name of witness

J. M. Anderson  
Signature

D. Wainohu 30/09/08  
Signature of witness



Australian Government  
Department of Health and Ageing



## DEED OF VARIATION No 1

Between

**The COMMONWEALTH OF AUSTRALIA** ('the Commonwealth') as represented by  
the Department of Health and Ageing  
ABN: 83 605 426 759

and

**NEW SOUTH WALES** ('the State') as represented by  
the NSW Department of Health  
ABN: 92 697 899 630

### RECITALS:

- A. The Parties wish to vary the agreement relating to the Aged Care Assessment Program dated 7 October 2008 ('the **Principal Agreement**').
- B. Clause 1.6 of the Principal Agreement states that no variation is binding unless it is agreed in writing between the Parties.

### OPERATIVE PART:

1. The Parties vary the Principal Agreement as follows:

***Delete the current Schedule and replace with the Schedule at Attachment A***

2. The Principal Agreement, as amended by this Deed of Variation, constitutes the entire agreement between the Parties.

## SCHEDULE

### A. SPECIFIED PURPOSE

Commonwealth funding is provided to the State for the operation of Aged Care Assessment Teams (ACATs) and Evaluation Units through the Aged Care Assessment Program (ACAP) including Training, Extended Aged Care at Home (Dementia) assessment funding and specified projects under the Dementia Support for Assessment (DSA) Program and implementation of the ACAP Council of Australian Governments (COAG) reform agenda.

#### A1. Aged Care Assessment Program

The States are required to:

- (i) manage the day to day operations of the ACAP (including the management of complaints) in their state/territory in line with Commonwealth ACAP Guidelines;
- (ii) establish mechanisms to ensure that the Commonwealth's guidelines and conditions for managing the ACAP are met, including monitoring the performance of ACATs;
- (iii) provide input into the Commonwealth delegations process and ensure ACAT members holding Commonwealth Delegation exercise that delegation in accordance with the Commonwealth *Aged Care Act 1997* and Commonwealth Guidelines for the ACAP;
- (iv) implement the agreed objectives of the ACAP, as stipulated in the Recitals and ACAP Program Guidelines and ensure that conditions of funding are adhered to by ACATs;
- (v) provide the environment necessary for ACATs to operate effectively and independently by ensuring that appropriate management structures and processes are established, particularly for ACATs co-located with hospitals;
- (vi) meet regularly with the Department and determine strategic priorities on a national basis;
- (vii) giving due consideration to available resources, work with the Department to develop and implement appropriate performance indicators and systems to enable the monitoring of care coordination activities by all ACATs;
- (viii) ensure that any form designed to capture national ACAP Minimum Data Set Version 2 (MDS v2) data is jointly developed and approved by the Commonwealth and States; and
- (ix) implement activities designed to strengthen the ACAP and achieve the COAG objective for the ACAP, which is to provide 'more timely and consistent assessments for frail older people requiring care services and their carers by improving and strengthening the Aged Care Assessment Program'.

The State will ensure ACATs:

- (x) comprise or have access to a range of disciplines, skills and expertise (eg. geriatricians, physicians, registered nurses, social workers, physiotherapists, occupational therapists and psychologists), sufficient to make accurate and complete assessments of their clients' physical, medical, psychological, cultural, social and restorative care needs;
- (xi) undertake assessment and approval of clients in accordance with the Aged Care Act 1997, Principles and Commonwealth guidelines;
- (xii) respond to referrals for assessments in a timely manner. (As a guide ACATs should allocate a priority category, as defined in the ACAP MDS v2 data dictionary, at the time of referral);
- (xiii) participate in the collection of data to monitor levels of care coordination activities;
- (xiv) comply with instructions provided by the Department for collecting MDSv2 by completing the *Aged Care Client Record (ACCR)*;
- (xv) meet data quality reporting requirements;
- (xvi) transfer:
  - (a) MDSv2 data to the Evaluation Unit in accordance with agreed timeframes to enable quarterly reporting by the Evaluation Unit; and
  - (b) relevant ACCR information with client approval details to Medicare Australia.
- (xvii) participate in COAG reform agenda activities to improve and strengthen the ACAP.

## A2. Evaluation Unit

The State will ensure the Evaluation Unit (EU):

- (i) operates in accordance with this Agreement, Commonwealth Guidelines and Business Rules for the ACAP;
- (ii) collaborates to amend and comply with agreed amendments as required to Quarterly and Annual Report templates and Business Rules for Minimum Data Set Version 2;
- (iii) monitors MDSv2 maintenance and quality using agreed Business Rules;
- (iv) collects and analyses MDSv2 data;
- (v) provides a telephone based and on-line support function to assist ACATs to fulfil their MDS data collection and reporting requirements. This may include:
  - providing technical support in relation to data collection software; and
  - support for coding of MDSv2 elements;
- (vi) undertakes software development and maintenance, including the provision of software training for ACATs;
- (vii) promptly responds to any ad hoc MDS queries requested by the Department giving due consideration to available resources;
- (viii) actively works with Commonwealth planners in the Department's State Offices to inform aged care planning activities;

- (ix) for Quarters 1, 2 and 3, submits MDSv2 de-identified individual client data to the designated National Data Repository to the timetable below;

DUE DATE	ITEM
10 Nov 2008	Interim Quarter 1 (July to September 2008) data
9 Feb 2009	Interim Quarter 2 (October to December 2008) data
11 May 2009	Interim Quarter 3 (January to March 2009) data

- (x) meet data quality, reporting and timeframe requirements and arrange correction of data, where necessary, in time to be included on the update extract;
- (xi) transfers the data to the National Data Repository using, as a minimum, Comma Separated Value (CSV) transfer mechanisms;
- (xii) for Quarters 1, 2 and 3, submits MDS updates from previous quarter to the National Data Repository to the timetable below; and

DUE DATE	ITEM
29 Aug 2008	Updated Quarter 3 (January to March 2008) data
9 Feb 2009	Updated Quarter 1 (July to September 2008) data
11 May 2009	Updated Quarter 2 (October to December 2008) data

- (xiii) For Quarter 4 (April to June 2008) only, submits final MDS data for Quarter 4 2007-08 to the National Data Repository by 29 August 2008. No interim data need be submitted for Quarter 4.

### **A3. Dementia Support for Assessment (DSA) Program**

The State will ensure:

- (i) Funds provided under the DSA program are used to fund the projects detailed in Item D3 of this schedule. Funds provided for a specific project approved as part of the Specified Purpose may be used for another project or projects approved under the DSA Program if circumstances prevent those Funds being used for the original project.
- (ii) DSA funds are not used to purchase generalised support resources such as cars, computers, photocopiers, mobile phones etc.

### **A4. Extended Aged Care at Home (Dementia)**

The State will ensure the funds provided for EACH (Dementia) assessments are distributed proportionately to the teams according to the allocation of EACH D packages.

## **A5. Recurrent ACAT Training**

The State will ensure that recurrent training funds are used to assist in the training of ACAT members in accordance with the priorities identified each year. Priorities will be agreed by the State and Commonwealth Liaison officers, or their representatives.

## **A6. ACAP COAG Reform Agenda**

A6-1 For 2008-09 the State will use the funds provided to support the ACAT Education Officer (AEO) Model under the ACAT National Training Strategy for the following priorities:

- (i) Availability for nominated state/territory representatives of the National ACAT Training Reference Group to undertake:
  - Responsibilities as outlined in their agreed Terms of Reference
  - Activities as outlined in their agreed Annual Work Plan
  - Provision of a written report on state/territory training activities to the Commonwealth at the bi-annual National Training Reference Group workshops.
- (ii) Provide funds to cover travel and accommodation costs associated with AEOs attending the bi-annual National AEO workshops to be held in Canberra.
- (iii) Provide AEOs access to support guidance of a state or territory training coordinator and/or the state and territory training forums as appropriate.
- (iv) Provide AEOs access to the appropriate training equipment and resources to undertake their role effectively.

These priorities will be reviewed at the end of the funding period.

A6-2 The State will use ACAP COAG funds for projects which progress the implementation of the priority activities as agreed by the State and Commonwealth Liaison Officers. The State will use ACAP COAG funds to implement all or some of the following activities:

- (i) Assist ACATs to develop the necessary infrastructure and processes to enable the rollout of the e-ACCR in accordance with the eACCR Project National Rollout Plan. This may include providing ACATs with:
  - Computers (ongoing maintenance costs associated with computers will be the responsibility of the state)
  - Internet access
  - Information technology training and other information technology support including administrative staff
  - Other costs that the State identifies to be associated with facilitating the implementation of the e-ACCR.
- (ii) Support state wide training or additional support for AEOs, as part of the implementation of the National Training Strategy.

- (iii) Targeted activities to improve the business processes of individual ACATs, focussing on continuous quality improvement. This may be a continuation of previous COAG Projects, to ensure that the outcomes from those COAG Projects are utilised.
- (iv) Administrative overheads associated with managing the COAG initiative, including additional staff.
- (v) Activities for strengthening the ACAP as identified through previous COAG Projects, which may be a continuation or additional phases of them; or from the National Review of ACATs.

A6-3 The State will use ACAP COAG funds for the Evaluation Unit to engage additional staff to actively work with the Commonwealth to proceed with the national rollout of the eACCR project. The additional funds are provided to ensure that all ACATs using the ACE software transition across to the eACCR by 30 June 2009. The State will use the funds to implement a range of activities including:

- Implement the recommended changes to ACE and include the next version of the eACCR being developed by Medicare Australia in 2008;
- Develop non-ACE strategies;
- Provide support to ACAT preparations and training for the eACCR;
- Develop a multi-pronged training strategy for the State and State specific training material for the ACATs that support both face to face and offline training;
- Consider strategies to develop expert users in each ACAT; and
- Attend on-site for the installation and provide some training/business support following transition to eACCR either through direct support or establishing an ACE super-user with the local ACAT.

## **B. FUNDING PERIOD**

The financial year beginning 1 July 2008 and ending 30 June 2009.

## C. REPORTS

The Completion Date is the date that is 60 days after the Commonwealth has received the final deliverable required under this Agreement.

Summary of reports and deliverables required under this Agreement is as follows:

REPORT TITLE	DUE DATE
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DSA Projects proposed for 2009-10	1 May 2009
EU Quarter 3 report 2008-09	25 May 2009
COAG Projects Final Report	30 September 2009
DSA Program report 2008-09	30 September 2009
Annual Evaluation Unit Key Activities Report 2008-09	30 September 2009
Annual Financial Statements	30 September 2009
ACAP Narrative Report 2008-09	14 December 2009

### C1. Financial Statements

Within 3 months of the completion of the Funding Period, the State shall forward to the Department annual financial statements using the template at Attachment A which includes:

- (a) A statement of compliance signed by an appropriate officer appointed by the State for the purposes of administering this Agreement.

This statement shall set out whether:

- i) the Funds have been used for the purpose for which it was provided; and
- ii) the objectives of the Specified Purposes are being achieved and if not, the reasons why those objectives were not achieved.

- (b) A statement of income and expenditure certified by an appropriate officer, in respect of each Specified Purpose.

This statement shall include:

- i) income and expenditure in respect of each project reporting against recurrent and capital expenditure in a format determined by the Department.

- ii) certification that salaries and allowances paid to people employed under the Agreement are in accordance with award salary rates or any enterprise agreement or the general rates in force at the institution.
- iii) For the DSA Program, a breakdown of the expenditure of funds showing how much has been spent on
  - staff employment;
  - purchase of psychogeriatric diagnosis and assessment services; and
  - training or purchase of other resources.
- iv) For the EACH Dementia funds, a breakdown of the expenditure of funds against the teams that received the funds.
- v) For the recurrent ACAT training funds, a breakdown of the expenditure of funds.
- vi) For the ACAP COAG reform agenda funds, a breakdown of the expenditure of funds in respect of each project, including funds provided specifically to support the role of the AEOs.

## C2. Quarterly Reports

The State will ensure that the Quarterly Report using the quarterly report template (Attachment B) is forwarded to the Commonwealth Liaison Officer and ACATs to the timetable below:

DUE DATE	ITEM
15 Sep 2008	EU Quarter 4 (April to June 2008) report 2007/08
24 Nov 2008	EU Quarter 1 (July to September 2008) report 2008/09
26 Feb 2009	EU Quarter 2 (October to December 2008) report 2008/09
25 May 2009	EU Quarter 3 (January to March 2009) report 2008/09

Quarterly reports should generally contain only activity based tables, reported at the individual ACAT level and aggregated to State totals.

Quarterly reports are for internal Commonwealth and State government program management use only, not for public distribution.

## C3. Annual Report

The State will ensure that the 2007-08 Annual Report using the annual report template (Attachment C) is forwarded to the Commonwealth Liaison Officer and ACATs by 31 October 2008.

Appendices with additional tables that the State feel are of interest are welcome.

It is also mandatory to include types of data errors/gaps/inconsistencies detected and frequency of failed transfers of data or technical errors.

## C4. Evaluation Unit Annual Key Activities Report

Within three months of the completion of the Funding Period, the State shall forward to the Commonwealth Liaison Officer a report of the Evaluation Units annual key activities for the funding period using the template at Attachment D.

**C5. Narrative Reports**

By 14 December 2009, the State will forward to the Commonwealth Liaison Officer an annual narrative report for the funding period using the template at Attachment E. Narrative reports are for internal Commonwealth and State government program management use only, not for public distribution.

**C6. Dementia Support for Assessment (DSA) Program Report**

Within three months of the completion of the Funding Period, the State shall forward to the Commonwealth Liaison Officer:

- (a) a qualitative report of the project or projects being funded including the number and professions of staff employed through the DSA grants; and
- (b) an update of the DSA projects proposed for funding in the next financial year by 1 May 2009.

**C7. ACAP COAG Reform Agenda Reports**

The State will provide to the Department the following:

- (a) A plan for each project by 11 July 2008 using the template at Attachment F.
- (b) COAG project progress reports by 31 October 2008 and 26 February 2009 using the template at Attachment G.
- (c) A final COAG project progress report by 30 September 2009 using the template at Attachment H.

## D. FUNDS

Summary of funding for 2008-09:

<b>TOTAL 2008-09 Funding for activities outlined in Section A - Specified Purpose</b>	<b>\$25,138,303</b>
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The Department will pay the funds set out in Table 1 to the State in equal amounts on a monthly basis, payable in the first week of each month.

Table 1:

<b>Funding for activities outlined in Section A - Specified Purpose</b>	<b>Funding 2008-09</b>
A1. Aged Care Assessment Teams	\$22,458,937
A1(a) Population Growth Adjustment for ACATs	\$175,348
A2. Evaluation Unit	\$281,858
A3. Dementia Support for Assessment (DSA) Program	\$472,067
A4. EACH Dementia Assessments	\$217,869
A5. Recurrent ACAT Training	\$82,357
A6.1 COAG Reform Project - AEO Training model	\$115,413

The Department will pay the funds set out in Table 2 in three (3) equal instalments to the State upon delivery and acceptance of the reports identified at Item C7.

Table 2:

A6.2 COAG Reform Project – Other Projects	\$1,134,454
A6.3 COAG Reform Project – eACCR rollout	\$200,000

D.1 Aged Care Assessment Teams

Allocation to Aged Care Assessment Teams is as follows:

Aged Care Assessment Teams		2008 - 09 Funding	
Greater Southern AHS	Albury	\$495,246	
	Bega Valley	\$152,485	
	Cooma	\$160,466	
	Eurobodalla	\$211,789	
	Goulburn	\$180,922	
	Murimbidgee	\$185,021	
	Wagga Wagga	\$339,663	
	Young	\$67,612	\$1,793,204
Greater Western AHS	Bathurst	\$152,700	
	Dubbo	\$387,319	
	Far West	\$192,717	
	Orange	\$315,498	
	Parkes	\$134,735	\$1,182,969
Hunter New England AHS	Hunter Rural	\$480,007	
	Hunter Urban	\$1,477,898	
	Lower Mid North Coast	\$453,418	
	Narrabri	\$132,756	
	Northern Tablelands	\$238,986	
	Tamworth	\$293,788	\$3,076,853
North Coast AHS	Clarrence Valley	\$223,107	
	Coffs Harbour	\$629,236	
	Macleay-Hastings	\$497,493	
	Richmond	\$545,170	
	Tweed Valley	\$426,028	\$2,321,034
Northern Sydney Central Coast AHS	Central Coast	\$1,300,613	
	Hornsby/Ku-ring-gai	\$897,623	
	Lower North Shore	\$529,522	
	Northern Beaches	\$858,748	
	Ryde	\$491,187	\$4,077,693
South Eastern Sydney Illawarra AHS	Kogarah (CRAGS)	\$797,590	
	Illawarra/Shoalhaven	\$1,434,061	
	Randwick-Botany	\$474,900	
	Sutherland	\$645,100	
	Waverley	\$629,650	\$3,981,301
Sydney South West AHS	Bankstown	\$577,386	
	Camden/Campbelltown/Wollondilly	\$450,612	
	Canterbury	\$472,483	
	Concord	\$547,827	
	Camperdown	\$460,045	
	Liverpool/Fairfield	\$854,036	
	Wingecarribee	\$192,995	\$3,555,384
Sydney West AHS	Auburn Westmead	\$1,208,644	
	Blacktown	\$549,529	
	Blue Mountains/Nepean	\$712,326	\$2,470,499
	Population Growth Adjustment for ACATs	\$175,348	\$22,458,937
		<b>Total:</b>	<b>\$22,634,285</b>

D2. The Evaluation Unit is allocated a total of **\$281,858**

D3. Dementia Support for Assessment (DSA) Program is allocated a total of **\$472,067** to fund project activities as specified in the 2008-09 DSA project proposals. Funding is allocated to the following teams:

<b>Greater Southern AHS</b>		
Bega Valley ACAT – employ two part time registered nurses based in Bega and Goulburn	\$44,504	
Wagga Wagga ACAT - employ a psychogeriatric nurse	\$64,753	\$109,257
<b>Greater Western AHS</b>		
Bathurst, Orange and Parkes ACATs – employ part time counsellor and registered nurse	\$45,002	
Dubbo ACAT – employ a part time psychogeriatric registered nurse	\$26,875	
Far West ACAT – employ a part time registered nurse	\$54,697	\$126,574
<b>Hunter New England AHS</b>		
Hunter Rural ACAT – engage a part time dementia nurse	\$56,600	
Northern Tablelands ACAT – engage a registered nurse	\$56,292	\$112,892
<b>North Coast AHS</b>		
Macleay Hastings ACAT – support fly-in service of one psychogeriatrician and one part time registered nurse	\$50,117	
Richmond ACAT – support funding of one full time psychologist	\$58,499	\$108,616
<b>South Eastern Sydney Illawarra AHSe</b>		
Illawarra/Shoalhaven ACAT - Support one part time enrolled nurse	\$14,728	\$14,728
<b>TOTAL:</b>		<b>\$472,067</b>

D4. The Extended Aged Care at Home (Dementia) assessment allocation is **\$217,869**

D5. The ACAT recurrent training allocation is **\$82,357**

D6.1. ACAP COAG Reform Agenda – AEO Training Model  
A total of **\$115,413** is allocated to fund the AEO Training Model

D6.2. ACAP COAG Reform Agenda – Other Projects  
A total of **\$1,134,454** is allocated to fund the COAG reform agenda projects.

D6.3. COAG Reform Project – eACCR rollout allocation is **\$200,000**.

## E. LIAISON OFFICERS

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## F. ACKNOWLEDGEMENT

The State will ensure the Australian Government branding design is used in all publications, promotional and advertising material where the state logo is used.

The State will acknowledge Australian Government funding for the Program in all publications, promotional and advertising materials, public announcements and activities by it or on its behalf in relation to the Program using either of the following acknowledgements:

*Aged Care Assessment Program [or ACAP] is jointly funded by the Australian Government and the [insert name of state or territory government].*

*ACAP is an initiative of the Australian Government and is jointly funded by the Australian Government and the [insert name of state or territory government].*

**EXECUTED AS A DEED**

**SIGNED**

for and on behalf of the  
**COMMONWEALTH OF AUSTRALIA**  
acting through  
the Department of Health and Ageing  
ABN 83 605 426 759 on:

28 April 2009  
Date

by:

Gayle Anderson  
Name of signatory

State Manager, NSW Office of  
Department of Health & Ageing  
Position of signatory  
in the presence of:

JOSEPHINE KIM  
Name of witness

G.M. Anderson  
Signature

J Kim  
Signature of witness

**SIGNED**

for and on behalf of  
**NEW SOUTH WALES** acting through  
the NSW Department of Health  
ABN 92 697 899 630 on:

16.4.09  
Date

by:

Tanet Anderson  
Name of signatory

Director  
Inter-Govt & Funding Strategies  
Position of signatory

in the presence of:

J. WAINOHU  
Name of witness

T - A - Anderson  
Signature

Olle Wainohu 16/4/09  
Signature of witness