

REVIEW AGREEMENT

in relation to the provision of financial assistance by

COMMONWEALTH OF AUSTRALIA

to

NEW SOUTH WALES

for

The Home and Community Care Program

2007

AN AGREEMENT made on the 21st of May 2007

BETWEEN

The COMMONWEALTH OF AUSTRALIA ('the Commonwealth')

AND

The STATE OF NEW SOUTH WALES ('the State')

(known as the Review Agreement).

RECITALS

- (A) The Commonwealth entered into an agreement for the funding and administration of home and community care Services with each State and Territory in the form of that set out in the Schedule to the *Home and Community Care Act 1985*. The initial agreement between the Commonwealth and the State was dated 18 September 1985 and is referred to as the Principal Agreement.
- (B) The Commonwealth and the State replaced the Principal Agreement in 1999 with a reworked written agreement, known as the Amending Agreement. The Amending Agreement was negotiated principally to further develop a comprehensive range of integrated home and community care Services for frail aged people and younger people with disabilities and their Carers, and to implement measures for the more efficient and effective management of home and community care Services.
- (C) The Commonwealth and the State wish to vary the Amending Agreement with a further written agreement, to be known as the Review Agreement. The purpose of the Review Agreement is to:
- (a) continue the development of the Home and Community Care Program (the National Program) in line with the principles and practices of adopting

common arrangements as described in clause 2 (4) of the Review Agreement;

- (b) outline the respective roles and responsibilities of the Commonwealth and the State;
 - (c) establish and/or improve accountability and performance management frameworks that link Commonwealth funding to the achievement of outcomes; and
 - (d) ensure that continuing work between the Commonwealth and the State aimed at reforming intergovernmental relations in the home and community care field is not prejudiced.
- (D) The Commonwealth and the State may seek to progress specific home and community care issues through further negotiation. The outcomes of these negotiations may form an addendum to this Review Agreement.

NOW IT IS HEREBY AGREED as follows:

PART I – OPERATION OF AGREEMENT

- 1 (1) The provisions of this Review Agreement shall come into force on 1 July 2007.
- 1 (2) On the date that the provisions of this Review Agreement come into force, the provisions of the Amending Agreement shall be replaced by the provisions of this Review Agreement, with the consequence that uncompleted projects approved under the provisions of the Amending Agreement shall be completed under the provisions of this Review Agreement.
- 1 (3) The terms and provisions of this Review Agreement apply to any additional funding provided by the Commonwealth; including the bonus pool funding detailed in Schedule 1 to this Review Agreement.
- 1 (4) This Agreement provides for the development, agreement and regular updating of the *HACC Program National Guidelines and Program Management Manual*.

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- 1(5) If the provisions of this Review Agreement come into force after 1 July in a Financial Year, the reporting requirements, provided in Part VII of the Review Agreement and detailed in the *Program Management Manual*, will apply for the whole of that Financial Year.
- 1 (6) The relevant Commonwealth and State Ministers will work collaboratively during the fifth year of this Review Agreement to commence a review of the Agreement, with the terms of the review to be jointly agreed by the Commonwealth and the State at the commencement of the review period.
- 1 (7) Following the undertaking of a review of the Review Agreement, the parties may agree to vary the operation of this Agreement.
- 1 (8) The provisions of this Review Agreement may be varied at any time during the term of this Agreement by means of a further Agreement in writing, jointly agreed to by the Commonwealth and State.
- 1 (9) In the event that, following a review of the Agreement, the parties fail to agree on the continued operation of the Review Agreement, then, in respect of each of the following two Financial Years:
- (a) the Commonwealth will provide financial assistance to the State of a designated amount – being the product of the indexation factor and the amount of financial assistance paid to the State in the immediately preceding Financial Year; and
 - (b) the State will provide expenditure from its own resources in relation to Program projects under this Agreement of a designated amount – being the product of the indexation factor and the amount expended by the State in relation to approved projects in the immediately preceding Financial Year.

PART II – NATIONAL FRAMEWORK

- 2 (1) The objective of this Agreement is to support people in the target population to remain in their own homes and communities by funding and providing Services to those people and their Carers in a way that:

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- (a) maintains and promotes independence; and
 - (b) helps avoid premature or inappropriate admission to Long Term Residential Care.

2 (2) To further this objective, the Commonwealth and the State will assist Eligible Organisations to develop a range of integrated home and community care Services for people within the target population and their Carers, through:

- (a) rationalising and expanding existing Services; and
- (b) developing new Services.

2 (3) The Commonwealth and the State are to further develop and expand the National Program so that it is administered in accordance with the provisions of this Agreement and within available resources and has the following goals:

- (a) to ensure access to home and community care Services among all groups within the target population, including those special needs groups identified in the *Program Management Manual*;
- (b) to ensure that priority is directed to eligible people most in need of and/or who would benefit most from HACC Services and/or to avoid premature or inappropriate admission of those people to Long Term Residential Care;
- (c) to ensure that in the context of the broader service delivery framework, home and community care Services are provided equitably between geographic Regions and are responsive to Regional differences;
- (d) to promote an integrated and co-ordinated approach between the delivery of home and community care and related community health and welfare programs, including programs providing residential care;
- (e) to provide an effective and integrated means of assessing need for and referral to home and community care Services for people in the target population;
- (f) to ensure that high quality home and community care Services are targeted and delivered in an efficient and effective manner that promotes independent living, avoiding unnecessary duplication; and
- (g) to enable appropriate and related research, trialling, innovation and evaluation of new and differing approaches to planning, coordination and service delivery.

2 (4) To support the goals outlined in clause 2 (3), the Commonwealth and the State further agree to work together to evolve principles and practices of a consistent approach (common arrangements) with reference to other community care service arrangements in the following areas:

- (a) A framework for HACC Services that aligns and complements those Services with Services through other community care programs for people across the age spectrum and across the continuum of care need;
- (b) A consistent eligibility framework for access to home and community care Services, recognising the range of care needs and the continuum of care Services a client may need;
- (c) Streamlined assessment processes to identify the level and complexity of care needs, and to support sharing of assessment information with relevant service agencies where appropriate;
- (d) Access points to provide people seeking home and community care Services with information, assessment and referral to appropriate Services;
- (e) Improved planning and identification of priorities for home and community care Services;
- (f) A consistent fees policy for home and community care Services; and
- (g) A streamlined and consistent approach to quality assurance and reporting processes across home and community care Services.

2(5) The Commonwealth will provide bonus pool funding to the State for the development and implementation of Common Arrangements as set out in Schedule 1.

PART III – RESPONSIBILITIES OF THE PARTIES

Shared Commonwealth and State Responsibilities

3 (1) The Commonwealth and State have joint responsibility under this Review Agreement for:

- (a) contributing funding for home and community care Services for people eligible under the National Program, in the agreed timeframe and at a level specified in Part VI of this Review Agreement;

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- (b) approving the State's Triennial Plan, including any variations, and the Business Report. Requirements for the Plan and the Business Report are set out in Parts V and VII of this Review Agreement and the *Program Management Manual*;
 - (c) developing, upholding and monitoring quality and service standards for the National Program;
 - (d) the drafting, agreement and variation from time to time of the *National Program Guidelines* and the *Program Management Manual*;
 - (e) agreement on the boundaries for HACC Regions in accordance with the *Program Management Manual*;
 - (f) agreement on strategic priorities to guide the further development of the National Program and application of Program Funds;
 - (g) participation in research and the development of national policy with respect to the delivery of home and community care Services; and
 - (h) ensuring there are ongoing consultative mechanisms, including regular meetings of Home and Community Care (HACC) officials pursuant to clause 3 (4).

Responsibilities of the Commonwealth

- 3 (2) The Commonwealth shall have responsibility under this Review Agreement for:
- (a) exercising a national leadership and coordination role in collaboration with the State to develop National Program policy in relation to issues regarding the efficient and effective delivery of home and community care Services;
 - (b) undertaking an assessment of the State's performance in relation to meeting the strategic priorities as agreed in the State's Triennial Plan and any subsequent variations to the Triennial Plan in the manner detailed in the *Program Management Manual*;
 - (c) undertaking an assessment of the State's compliance in relation to performance reporting requirements as set out in Part VII of this Review Agreement, and in a manner in keeping with the applicable performance reporting processes detailed in the *Program Management Manual*;
 - (d) undertaking an assessment of the State's compliance in relation to due recognition requirements as set out in Part VII of this Review Agreement,

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- in a manner in keeping with the applicable recognition requirement processes detailed in the *Program Management Manual*; and
- (e) making available each year a Consolidated Report on the performance of the National Program, to be published by the Commonwealth Minister.

Responsibilities of the State

- 3 (3) The State is responsible for the provision of home and community care Services to people assessed as being within the target population and eligible under the National Program, and will also maintain responsibility for:
- (a) ensuring that the National Program is managed in accordance with requirements as set down in the *Program Management Manual* and the *National Program Guidelines* and that adequate performance is achieved;
- (b) developing appropriate state policy and processes for service delivery and client management within the National Program;
- (c) providing planning and performance information as required by this Agreement including adequate information for the effective operation of the HACC Minimum Data Set; and
- (d) adhering to the principles on delivery of Services to Indigenous Australians and people from a culturally and linguistically diverse background, with reference to the *National Framework of Principles for Delivering Services to Indigenous Australians* and the *Charter of Public Service in a Culturally Diverse Society*.

Responsibilities of the HACC Officials

- 3 (4) The role of the Home and Community Care (HACC) officials includes the following responsibilities:
- (a) advising the Commonwealth Minister and the State Minister on matters pertaining to the Services covered by this Agreement;
- (b) developing strategies on issues of national significance including national policy and priorities, and directions and priorities for research and development;
- (c) enhancing collaboration between the Commonwealth and the States in monitoring the effectiveness and efficiency of the National Program in meeting its objectives as detailed in this Agreement;

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- (d) developing mechanisms to achieve national consistency in the National Program; and
 - (e) overseeing the application of the *National Program Guidelines* and the *Program Management Manual* and updating these documents as required.

PART IV – ELIGIBILITY AND SERVICES

Target Population

- 4 (1) The National Program shall be directed towards assisting:
- (a) the 'target population'- people in the Australian community who, without basic maintenance and support Services provided under the scope of the National Program, would be at risk of premature or inappropriate Long Term Residential Care, including -
 - (i) older and frail people with moderate, severe or profound disabilities; and
 - (ii) younger people with moderate, severe or profound disabilities; and
 - (iii) such other classes of people as are agreed upon, from time to time, by the Commonwealth Minister and the State Minister; and
 - (b) the unpaid Carers of people assessed as being within the National Program's 'target population'.

Services

- 4 (2) A service of the following kind is outside the scope of the National Program:
- (a) the provision of accommodation (including rehousing and supported accommodation) or a related support service;
 - (b) the provision of a health aid or appliance, except where these items are not normally available through other government funded programs, are required for the operation of an approved project, and remain the property of the Service Provider;
 - (c) the provision of treatment Services for acute illness (including a convalescent or post acute care service), except in circumstances where a service provides overall maintenance and support to people assessed as being within the target population, who are recovering from a previous period of acute care treatment;

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- (d) rehabilitative Services directed solely towards increasing a person's level of independent functioning;
 - (e) Services provided for people with a specific disability other than those with dementia or a related condition;
 - (f) Services provided primarily for parents and children assessed as being within the category of families in crisis; and
 - (g) specialist palliative care Services.

Although Services (c) through to (g) are outside the scope of the National Program, these Services may be funded to the extent that it is necessary to maintain the designated service at the level provided prior to the Principal Agreement coming into force.

Projects

4 (3) A project shall be eligible for funding pursuant to this Review Agreement if the project is assessed by the relevant State Minister as being conducted by an Eligible Organisation and is providing a service or Capital Facility that is:

- (a) within the scope of the National Program;
- (b) provided or to be provided to people assessed as being within the target population or their Carers; and
- (c) approved as eligible for funding by the relevant State Minister, or jointly by the Commonwealth and State Minister, pursuant to Clause 7 (10) and 7(11).

4 (4) At any time during a Financial Year:

- (a) new eligible projects can be approved for funding pursuant to clause 4 (3), provided that sufficient National Program Funds are available for the funding of the relevant project; and
- (b) funding for projects may be approved, revoked or varied:
 - (i) by the State Minister if there is no agreement in effect under clause 7(11); or
 - (ii) by the Commonwealth Minister and the State Minister if there is an agreement in place under clause 7 (11).

4 (5) Whether or not a project is solely approved by the State Minister or jointly by the Commonwealth and State Minister, the State Minister may approve Non-significant Variation increases or decreases in the allocation of funds in respect of approved projects within a Region if there are sufficient funds available and within any limits set from time to time in the manner set out in the *Program Management Manual*.

PART V – PLANNING ARRANGEMENTS

5 (1) This Agreement provides for three-year planning cycles, supported by Triennial Plans and annual reporting processes.

5 (2) The State will provide to the Commonwealth for joint agreement and approval:

- (a) an Annual Plan for 2007-08, by 30 September 2007, covering estimated funding and output planning, based on the templates provided in the *Program Management Manual*;
- (b) a strategic Triennial Plan by 31 March 2008 and each third funding year thereafter that covers the strategic priorities and estimated funding and output planning, based on the templates provided in the *Program Management Manual*; and
- (c) an annual Supplement to the Triennial Plan by 31 July each year that covers output planning at a regional level based on the templates provided in the *Program Management Manual*. The annual supplement only needs to be provided if the State chooses not to detail output planning in the Triennial Plan.

5(3) The Commonwealth and State agree that the objective of the Triennial Plan is to provide a strategic plan for the direction, management and administration of the National Program to ensure that it meets the objective and goals of this Agreement in the State.

5(4) The Commonwealth and State agree that the following factors will be taken into account by the State in developing the Triennial Plan and state-wide and Regional funding allocations:

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- (a) designated objectives for the National Program to be achieved over the triennium;
 - (b) relevant quantitative and qualitative data on the size, characteristics and needs of the target population in each Region and relevant Services already in place or planned;
 - (c) any specific groups within the target population identified as a priority over the triennium;
 - (d) the appropriate level and mix of Services and timeframe for meeting the identified needs of the HACC target population in each Region; and
 - (e) other considerations as outlined in the *Program Management Manual*.

5(5) The Commonwealth and State Ministers agree that variation may be made to the Triennial Plan for the purpose of ensuring that the program continues to meet the needs of the target population. The Commonwealth and the State have joint responsibility for approving annual variations to the Triennial Plan, by means of an exchange of letters between the relevant Commonwealth and State Ministers, in the manner set out in the *Program Management Manual*.

PART VI – FINANCIAL ARRANGEMENTS

- 6 (1) In order to assist the State in the achievement of the objective and goals of this Review Agreement, the Commonwealth will, subject to the provisions of this Agreement and to the appropriation by the Commonwealth Parliament of funds for the purpose, provide to the State in respect of each Financial Year, financial assistance to meet or reimburse expenditure incurred for any purpose related to the provision of the National Program under this Review Agreement.
- 6 (2) Financial assistance is granted by the Commonwealth upon the condition that the State will:
- (a) apply the financial assistance provided to it for the purpose of meeting or reimbursing expenditure incurred by the State under this Review Agreement;
 - (b) without undue delay pay to Eligible Organisations that are providing Services an amount equal to the amount of Program Funds approved by

the State Minister, or by the Commonwealth Minister and State Minister jointly in respect of that project;

- (c) not pay an amount to an Eligible Organisation, unless the Eligible Organisation has entered into a contract with the State that includes terms and conditions as specified in the *Program Management Manual*;
- (d) expend or cause to be expended, in respect of each Financial Year, not less than the amount calculated in accordance with clauses 6 (3) and 6 (4) of the Review Agreement; and
- (e) maintain its level of funding and not reduce its contribution because of an increased contribution by a local government or community organisation, unless otherwise jointly agreed by the Commonwealth Minister and the State Minister.

6 (3) Unless otherwise provided for under clause 1(9)(a), the Commonwealth will provide financial assistance to the State in respect of each Financial Year for expenditure under this Agreement an amount equal to the sum of:

- (a) the amount that is the product of the indexation factor (clause 6(5)) and the amount of financial assistance paid to the State in the immediately preceding Financial Year or in relation to the first Financial Year the amount in the last Financial Year under the Amending Agreement, except that, where funds were withheld pursuant to clauses 7 (8) and 7 (9), the base will be taken to be that amount that would have been paid had these amounts not been withheld; and
- (b) such other amounts as are jointly agreed upon for the purposes of this paragraph by the Commonwealth and State Ministers.

6 (4) Unless otherwise provided for under clause 1(9)(b) and subject to an appropriation by the State Parliament of funds for this purpose, the State will provide from its own resources and apply, for expenditure under this Agreement in respect of each Financial Year an amount equal to the sum of:

- (a) the amount that is the product of the indexation factor (clause 6(5)) and the amount expended by the State in relation to approved projects in the immediately preceding Financial Year, or in relation to the first Financial

Year; the amount paid in the last Financial Year under the Amending Agreement; and

- (b) such other amounts as are agreed upon for the purposes of this paragraph by the Commonwealth Minister and the State Minister.

6 (5) For the purposes of clauses 6 (3) and 6 (4), the indexation factors in respect of each Financial Year are as decided by the Commonwealth and the State respectively for that Financial Year.

6 (6) The Commonwealth will provide financial assistance under clause 6(3)(b) to the State in respect of each Financial Year for expenditure under this Agreement only when there is

- (a) in the first year of the Agreement, joint agreement to an Annual Plan; and
(b) in subsequent years, joint agreement to a Triennial Plan and, when appropriate, any Supplement to the Triennial Plan and Variation to the Triennial Plan.

6(7) In calculating expenditure incurred by the State for the purposes of clause 6 (4):

- (a) allocations by the State from the following sources are included:

- (i) loan funds;
(ii) trust funds and other special accounts in the public account of the State to the extent that those funds have been financed from State resources, including deposits with the State Treasury;
(iii) borrowing by instrumentalities of the State within the total of the agreed nomination of borrowings and associated tolerance limit set out from time to time by the Loan Council;
(iv) appropriations from surpluses of authorities and instrumentalities of the State; and
(v) other sources at any time agreed upon by the Commonwealth Minister and the State Minister.

- (b) the following amounts may not be included:

- (i) amounts of expenditure that have been used to match or attract financial assistance provided by the Commonwealth otherwise than under this Agreement;

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- (ii) amounts expended that are recovered or recoverable by means of user charges, service related donations or a payment by way of Compensation;
 - (iii) amounts expended in providing a home or community care service to a person who is eligible to receive a payment by way of Compensation in respect of a disability that gives rise to the need for such a service; and
 - (iv) amounts provided by the Commonwealth to the State, being other *Specific Purpose Payments*.

6 (8) Where funds available to the State under this Agreement in respect of a Financial Year are in excess of those required to achieve planned outputs specified in the Triennial Plan and any Variation to the Triennial Plan for that Financial Year, the excess funds may be used by the State for other purposes consistent with the requirements of this Review Agreement.

6 (9) If, following consultation, the Commonwealth Minister informs the State Minister in writing that the Commonwealth is not satisfied that an amount of financial assistance provided to the State has been applied for the purposes of the National Program and in the manner provided for by this Agreement, the State will, at the discretion of the Commonwealth, either:

- (a) reallocate that amount or such part of that amount as the Commonwealth Minister determines to a project within the scope of the National Program; or
- (b) repay that amount or such part of that amount as the Commonwealth Minister determines to the Commonwealth.

6 (10) Where property of a non-expendable nature was acquired by an Eligible Organisation wholly or partly with Program funds provided in respect of an approved project under the National Program:

- (a) is disposed of;
- (b) ceases to be used in relation to the approved project or another approved project; or
- (c) is destroyed,

the State shall pay to the Commonwealth the latter's share of the Value of the Property at the date of the happening of the event unless the Commonwealth Minister and the State Minister otherwise agree or unless, in the case where the property was acquired by an Eligible Organisation, the State is unable to recover that share from the Eligible Organisation.

PART VII - REPORTING ARRANGEMENTS

Business Report

- 7(1) The State will provide a Business Report to the Commonwealth covering each funding year. The Business Report will report against the Triennial Plan and any approved Variations to the Triennial Plan and will include designated information on expenditure, outputs and achievement of key objectives, in the format and with content as set out in the *Program Management Manual*.
- 7(2) The State will provide the Business Report to the Commonwealth by 31 December for the preceding funding year.
- 7(3) As part of the Business Report, the relevant State Minister shall provide the relevant Commonwealth Minister with a statement giving particulars of the expenditure of Program Funds as set out in the *Program Management Manual*.
- 7 (4) The State shall report to the Commonwealth on measurable Key Performance Indicators (KPIs) in the Business Report as set out in Schedule 2 and in accordance with the *Program Management Manual*.

Due Recognition Arrangements

- 7 (5) The State will acknowledge, and will require all Service Providers to acknowledge, in the manner set out in the *Program Management Manual*, the financial and other support it has received from the Commonwealth for the Program in all publications, promotional and advertising materials, public announcements and activities by it or on its behalf in relation to the National Program, or any products, processes or inventions developed as a result of the National Program.

7 (6) The Commonwealth Minister and the State Minister shall, unless they otherwise agree, jointly announce approval of Triennial Plans and projects, and allocation of funds to projects, and may jointly announce action taken by them to vary or revoke a project in accordance with the *Program Management Manual*.

Compliance Arrangements

7(7) The State's compliance with the annual performance reporting requirements detailed in sub-clauses 7(1) to 7(4) inclusive will be assessed by the Commonwealth for timeliness, completeness and quality in the manner specified in the *Program Management Manual*. Where these requirements are not met, a financial penalty will be imposed on the State's funding from the Commonwealth in the following financial year.

7(8) The State's compliance with the due recognition requirements detailed in clause 7 (5) will be monitored by the Commonwealth in the manner detailed in the *Program Management Manual*. Where these requirements are not met a financial penalty will be imposed on the State's funding from the Commonwealth in the following financial year.

7(9) The Commonwealth may withhold an amount up to the equivalent of one percent of Commonwealth funding if the State fails to meet:

(a) designated reporting requirements in any financial year as set out in sub-clauses 7(1) to 7(4) inclusive; or

(b) due recognition requirements in any financial year as set out in sub-clause 7(5).

The amount of funding withheld will be based on the Commonwealth funding level for the financial year in which the State failed to meet the requirement and will be applied in a subsequent financial year. This clause does not alter the State's obligations under clause 6(4).

7 (10) The Commonwealth Minister may, after considering all the statements required to be provided by the State to the Commonwealth in respect of a Financial Year, form the opinion that there are sufficient reasonable grounds (including unattained service outputs in a Region or Regions or any other breaches of this Review Agreement) for considering whether, for a designated

period, projects under this Agreement in a Region or Regions should be approved jointly by the Commonwealth Minister and the State Minister. In these circumstances, the Commonwealth Minister will advise the State Minister of the relevant grounds and request comments by the State on those grounds and any other related matters prior to making a decision.

7 (11) If the matters raised by the Commonwealth Minister under clause 7(10) in respect of a Financial Year are not resolved by consultation within 30 days of the Commonwealth Minister's advice, the Commonwealth Minister and the State Minister may agree that, for a designated period or until further notice the approval of specified projects and the funding of those approved projects under this Agreement in a Region or Regions will be agreed jointly by the Commonwealth Minister and the State Minister. While a temporary agreement is in place between the Commonwealth Minister and the State Minister, the State Minister shall not exercise his or her right to solely approve projects and allocate Program Funds in respect of jointly funded National Program projects.

7 (12) If, following consultation with the State Minister, the Commonwealth Minister is of the opinion that it is appropriate to do so, the Commonwealth Minister may withhold payment in whole or in part of financial assistance to the State where the State fails to comply with any of the conditions attached to the financial assistance until the State remedies that failure.

HACC Minimum Data Set

7(13) The Commonwealth and State agree that, for the purpose of supporting planning for the National Program, data items as agreed in the HACC Minimum Data Set, are to be collected from all relevant organisations or organisational sub-units funded by the National Program and responsible for the provision of direct Services to the target population.

7(14) The Commonwealth and the State agree that the objectives of collecting the HACC Minimum Data Set are to:

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- (a) provide National Program managers with data required for strategic planning, policy development and performance monitoring; and
 - (b) assist National Program Service Providers with planning for and provision of client Services through the facilitation of improvements in the management of National Program service delivery; and
 - (c) facilitate consistency and comparability between National Program data and other collections of data covering the community care and health fields.

PART VIII – ADMINISTRATIVE ARRANGEMENTS

- 8 (1) A copy of this Review Agreement, and copies of any amending written Agreements, shall be tabled in the Parliament of the Commonwealth within 15 sitting days from the date upon which the Agreement is made.
- 8 (2) Unless specifically prevented from doing so under the terms of this Agreement, the Commonwealth Minister and State Minister may delegate their authority under this Agreement in accordance with the respective Government's normal administrative processes. The respective parties are to be duly advised of any delegation in the manner set out in the *Program Management Manual*.
- 8 (3) Each party shall notify the other (or a designated representative) in writing if there are any changes:
 - (a) in the responsibilities of the relevant Minister or the Department; or
 - (b) contact addresses of the relevant Minister's office and Department including internet, facsimile and email addresses of the receiving Department.
- 8 (4) A notice or other communication under or in connection with this Agreement shall be duly given if it is in writing signed by or on behalf of, or attributed to, the head or other authorised officer of the Department by which it is given and addressed to or delivered at the relevant contact address of the receiving Department.

8 (5) In this Review Agreement, unless a contrary intention appears:

- (a) a reference (other than in this paragraph) to this Review Agreement or to a part or provision includes, where the Review Agreement is varied, a reference to this Agreement or that part or provision as varied;
- (b) a reference to a clause is to the relevant clause of this Review Agreement;
- (c) a reference to a sub-clause is to the relevant sub-clause of the clause in which the reference appears;
- (d) a reference to a paragraph, if no clause is specified, is to the relevant paragraph of the clause in which the reference appears, and a reference to a sub-paragraph, if no paragraph is specified, is to the relevant sub-paragraph of the paragraph in which the reference appears;
- (e) words in the singular include the plural and words in the plural include the singular; and
- (f) words importing a gender include every other gender.

8 (6) If there is any conflict or inconsistency between the terms and conditions contained in the clauses of this Review Agreement and any part of the *Program Guidelines* or *Program Management Manual*, then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency.

8(7) Neither this Review Agreement nor any policies or guidelines made in accordance with it are 'legislative instruments' as defined in section 5 of the *Legislative Instruments Act 2003* (Cth). Section 7 of that Act, together with Reg. 7 and Schedule 1 Part 1 Item 22 of the *Legislative Instrument Regulations 2004* also refer.

PART IX - DEFINITIONS AND INTERPRETATION

9 (1) In this Review Agreement, unless the contrary intention appears:

"Annual Plan" means the jointly agreed planning document for the 2007-08 financial year.

"Business Report" refers to the jointly agreed document detailing annual performance reporting requirements provided by the State to the Commonwealth;

"Capital Facility" refers to a designated approved project, if it is used or is to be used for or in connection with the provision of any service within the scope of the Program;

"Carer" means a person who provides unpaid care to a person in the target population, and does not exclude people who are in receipt of a Commonwealth benefit;

"Commonwealth Minister" means the Minister, or acting Minister, of the Commonwealth for the time being responsible for the administration of this Agreement for the Commonwealth;

"Compensation" means a reference to a payment by way of compensation shall be read as a reference to:

- (a) a payment by way of damages;
- (b) a payment under a scheme of insurance or compensation provided for by a law of the State, including payment under a contract entered into in pursuance of such a scheme;
- (c) a payment, whether with or without admission of liability, in settlement of a claim for damages or of a claim under a scheme provided by means of user charges and service-related donations; or
- (d) any other payment that, in the opinion of the Commonwealth Minister, is a payment in the nature of compensation or damages, other than a payment for which the person who is eligible to receive the payment has made contributions.

"Consolidated Report" means the report the Commonwealth provides the Commonwealth Minister on the performance of the National Program nationally;

"Eligible Organisation" means a legal entity which will comply with the principles and objects of the National Program and which has the capability to provide the Services

under the terms and conditions of service contracts referred to in the Program Management Manual;

“Financial Year” means a period of 12 calendar months ending on 30 June;

“HACC Minimum Data Set” – refers to a set of nationally agreed data items that are collected by all HACC Service Providers about their clients, in accordance with clauses 7(13)-(14) of the Review Agreement;

“HACC Officials” refers to the consultative group of senior representatives from Commonwealth, State and Territory Departments which have responsibility for the provision of Home and Community Care (HACC) Services and the administration of the National Program, as outlined in cl.3(4) of this Review Agreement;

Home and Community Care Act 1985 refers to the Commonwealth legislation governing the HACC program, being a joint Commonwealth and State initiative providing basic maintenance and support Services to the target populations and their Carers;

“Key Performance Indicators” (KPIs) refers to designated information as set out in Schedule 2 to be included in the State’s Business Report to the Commonwealth, detailing key data collection items, with additional reporting requirements detailed in section 8 of the *Program Management Manual*;

“Long Term Residential Care” refers to long term care provided in a residential care facility (under the *Aged Care Act 1997*), hospital, or other institution;

“National Program” refers to the Home and Community Care (HACC) Program, established pursuant to clause 5 of Schedule 1 of the *Home and Community Care Act 1985* for the purpose of assisting people living in the community who are at risk of premature or inappropriate Long-Term Residential care;

"National Program Guidelines" means the guidelines that set out the parameters for the operation of the National Program and give an outline of the direction and priorities of the Program;

"Non-significant Variation" means a change in funding or outputs that is less than a Significant Variation;

"Program Funds"- means financial assistance provided by the Commonwealth to the State and State expenditure in relation to the National Program in accordance with cl 6 (3) and 6(4) of this Review Agreement;

"Program Management Manual"- means the manual, as varied from time to time, used as the comprehensive source document for the administration of the Program. It is for the use of both Commonwealth and State/Territory governments and will outline the agreed administrative procedures for the operation and management of the Program;

"Region"- means any of the determined divisions of the State;

"Review Agreement" - refers to this Agreement for the purpose of continuing the development of the Home and Community Care (HACC) Program;

"Service Provider" – refers to an Eligible Organisation funded under the National Program to provide home and community care Services;

"Services" means home and community care services within the scope of the National Program;

"Significant Variation" - A significant variation will be deemed to have occurred when, in any one financial year:

- (a) allocations of funding to a particular Region vary by more than 10% (and is above a minimum threshold of \$100,000) from what was approved in the Triennial Plan; or
- (b) the full year effect of changes in needs or priorities across Regions result in the movement of more than 10% (and above a minimum threshold of \$100,000) of

approved funding between service groupings within a Region.

"State Minister" means the Minister or acting Minister of the State for the time being responsible for the administration of this Review Agreement for the State;

"Supplement to the Triennial Plan" means a document prepared in each of the second two years of the triennium that provides regional level information on funding and outputs and is jointly approved by the Commonwealth and State Ministers.

"Triennial Plan" - means the jointly agreed three yearly strategic planning document which may be supported by annual processes, and includes planned funding, the outputs to be delivered, and the intentions and achievements in implementing common arrangements;

"Value of the Property" means the amount agreed upon by the Commonwealth and the State or, in the absence of agreement the amount determined by a qualified valuer nominated by the Commonwealth Minister, as the Value of the Property;

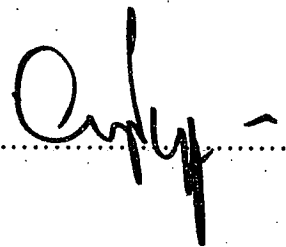
"Variation to the Triennial Plan" - means an exchange of letters between the State and the Commonwealth which notify of changes (outside the determined tolerance levels as agreed within the Program Management Manual) to yearly priorities determined through the Triennial Plan which are approved by the State and are then to be approved by the Commonwealth.

IN WITNESS WHEREOF this Agreement has been signed for and on behalf of the parties hereto respectively as at the day and year first above written.

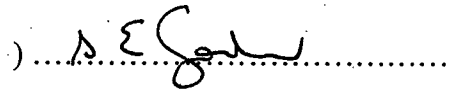
SIGNED on behalf of the

COMMONWEALTH OF AUSTRALIA by

Honourable Christopher Pyne MP
Minister for Ageing

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in the presence of **S GORDON**

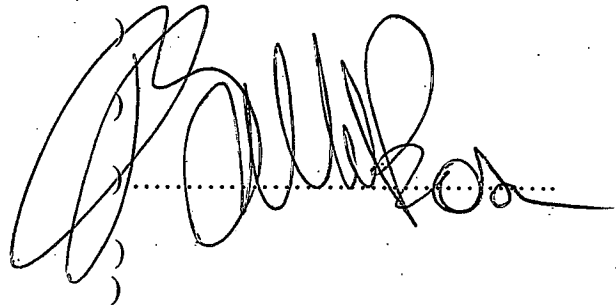
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SIGNED on behalf of the State of

NEW SOUTH WALES by

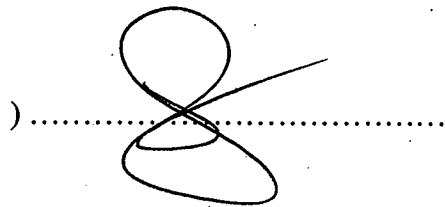
THE HON JOHN DELLA BOSCA MLC

Minister for Ageing
Minister for Disability Services,

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in the presence of

Kylie Guyane

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SCHEDULE 1 – IMPLEMENTATION OF COMMON ARRANGEMENTS

1. The Commonwealth is providing additional one-off funding for the National Program on top of that specified in Part VI of the Review Agreement to improve access to Services and information, improve national consistency in eligibility and assessment for Services, and reduce overlap and duplication in administration.

2. Through the development and implementation of common arrangements, as outlined in Clause 2 (4) of the Review Agreement, the Commonwealth and State will achieve consistency in the National Program with reference to other community care programs.

Definitions

3. Within this schedule the following definitions apply:

“Plan” is a document that is to be developed by State and agreed to by the Commonwealth, outlining development and implementation milestones, including standards and timeframes, and how funds will be spent by State.

Terms and conditions for accessing funds

4. One-off funding totalling \$7.55 million will be available to the State over the first four years of this Review Agreement (1 July 2007 to 30 June 2011) to assist with development and implementation of the common arrangements in accordance with the terms and conditions outlined in this schedule. The first payment will be made on the agreement of the State Plan, detailed in clause 5 and 6 of this schedule. Remaining payments will be made on achievement of the agreed milestones against each common arrangement.

Requirements for State Plans

5. In order to access available funds, the State will be required to submit, as part of the Triennial Plan, an implementation Plan outlining how the common arrangements will be implemented and how the funds will be spent over the 4 year period. This Plan should be discussed with the Commonwealth during the development of the Triennial Plan and ahead of the final submission to the Commonwealth.

6. The Implementation Plan is to be developed to achieve implementation of the common arrangements in accordance with the timeframe detailed in the *Program Management Manual*. It is to be submitted to the Commonwealth by 31 March 2008.

7. Funds will only be provided under this Schedule for projects or programs conducted during the first four years of this Review Agreement, and following the Commonwealth Minister's agreement to the Plan. The Commonwealth will respond within three months of receipt of a Plan from the State.

8. The State will be able to amend the Plan to meet emerging needs over the period of the Review Agreement, as required. Any amended Plan will need to be approved by the Commonwealth Minister. The Commonwealth will respond within three months of receipt of any proposals for amendment from the State.

SCHEDULE 2 – KEY PERFORMANCE INDICATORS

1. The Commonwealth and the State agree that the publication of performance information against agreed indicators should occur to improve the transparency of the performance of the National Program.

2. Publication of this information will enable the Commonwealth and State to report on performance within the National Program and to set benchmarks which are intended to:
 - (a) stimulate improvement in service performance outcomes;
 - (b) inform national and state community care policy development;
 - (c) facilitate best practice management of the National Program; and
 - (d) increase community understanding about the performance of the National Program.

3. The State agrees that provision of data to enable timely publication of performance information is an important element of its accountability to the Commonwealth and the public in relation to the funding received through this Review Agreement.

4. The State agrees to report from 2007-08 against the following indicators:
 - i. Number of clients as a percentage of the HACC target population;
 - ii. Percentage of Aboriginal and Torres Strait Islander clients as a proportion of this group in the total population;
 - iii. Percentage of culturally and linguistically diverse people as a proportion of this group within the target population;
 - iv. Percentage of Service Providers who received a rating of 'good' or higher over the three year cycle; and
 - v. Percentage of agencies providing data to the HACC Minimum Data Set.

5. The State agrees to report against the following indicators from 2008-09:
 - vi. Percentage of agencies that have supplied acquittals; and
 - vii. Average unit cost for key service types;noting that further work will be undertaken during 2007-08 to determine a consistent methodology for unit cost and to identify a number of key service types.

6. The State agrees that performance information, including performance against the indicators listed in Clauses 4 and 5 of this Schedule will be published annually by the Commonwealth (by 30 June in the subsequent year). A draft publication will be provided to the State for 28 days for comment. A further draft will be provided seven days prior to the Commonwealth submitting it for publication.

Scope of Performance Measures

7. The State agrees to report by 31 December each year in respect of the previous grant year, against the indicators listed in Clauses 4 and 5 of this Schedule. Consistent with clause 8 of this Schedule, publication of an increasing range of performance measures can be anticipated throughout the life of the Review Agreement.

Ongoing Development of Performance Indicators

8. The State agrees to work together with the Commonwealth and all other States through HACC Officials to develop and refine additional appropriate performance indicators. This will be done in line with the framework used by the Productivity Commission in the annual Report on Government Services. This includes continuing the development and refinement in the areas of equity, quality and efficiency, including refinement of the performance indicators listed in Clauses 4 and 5 of this Schedule, and development of indicators to address the areas of access, effectiveness, appropriateness and input per output unit.

Data Specifications

9. The Commonwealth and the State agree to the use of the latest version of the HACC Minimum Data Set Data Dictionary throughout the life of this Review Agreement. However, the Commonwealth and State agree that where there are changes to individual HACC Minimum Data Set Data Dictionary items that impact on data provision and performance information under this Review Agreement, these will not be implemented for the purpose of this Review Agreement until satisfactory mapping arrangements between existing and proposed definitions have been agreed between the Commonwealth and States.