



Home and Community Aged Care **Provider's Handbook**

This *Provider's Handbook* is for our Service Provider Organisations (including 'sole traders') appointed as **Subcontractors** to Care Assess for the provision of services under our HACC and/or Community Aged Care funding agreements.

This *Provider's Handbook* ("this Handbook") is for our Service Provider Organisations ("Your Organisation") appointed as "**Subcontractors**" under a Care Assess Subcontractor Agreement ("our Agreement" or "this Agreement") for services to our clients on our behalf under our funding agreements for the provision of HACC (Home and Community Care) or Community Aged Care (under the *Aged Care Act 1997*).

This Handbook sets out what responsibilities exist for Care Assess and Your Organisation in relation to the services that we provide and Your Organisation delivers. This Handbook does form part of our Agreement, and accordingly Your Organisation agrees to comply with the requirements outlined in this Handbook. In addition to this Handbook, Care Assess has also provided to Your Organisation a *Service Manual*, which Your Organisation is also required to ensure that your representative and employees comply with as a requirement of our Agreement.

To request additional copies of any of the documents mentioned above, please email info@careassess.com.au

1. INTRODUCTION

- 1.1. Care Assess is a Tasmanian-owned organisation, specialising in health assessment and coordination of home and community care, and contracting direct-care services to independent providers. To find out more about Care Assess, please read the material available at careassess.com.au
- 1.2. Care Assess coordinates specialist HACC services statewide and contracts all direct-care services for our clients to local and appropriate subcontractor organisations, and coordinates services with them. We do this in order to specialise in independent assessment of client needs, care planning and coordination of client services.

2. CONTEXT

- 2.1. As a provider under the Commonwealth HACC (Home and Community Care) Program, and as an Approved Provider under the *Aged Care Act 1997*, Care Assess has responsibilities including with regard to:
 - 2.1.1. the quality of care we provide, as set out in the Community Care Common Standards;
 - 2.1.2. the rights of the recipients as set out in the Charter of Rights and Responsibilities for Community Aged Care;
 - 2.1.3. accountability for the care our services provide; and
 - 2.1.4. maintaining and retain specific records.
- 2.2. All subcontractors of Care Assess under the Commonwealth HACC (Home and Community Care) Program, and under the *Aged Care Act 1997*, are required to facilitate Care Assess' compliance with the Community Care Common Standards and the Charter of Rights and Responsibilities for Community Aged Care.

3. WORKING WITH US

- 3.1. Care Assess seeks Your Organisation to work *with* our Philosophy of Care by maintaining with us an optimal level of independence for our clients. We are always seeking providers who can ensure that their support workers understand the wellness approach and can work with our program models of service delivery.
- 3.2. Our care planning focuses on implementing the right mix of service types for our clients, and sourcing the right mix of Your Organisation who can together with us best meet the needs of our clients in a cost effective, flexible and timely manner, maximizing quality and safety, responsiveness and efficiency.
- 3.3. Your Organisation is required to work with our Philosophy of Care and wellness approach, as described in the *Service Manual*, and outlined more fully at careassess.com.au/deliver/our-approach.

4. ROLES

4.1 Care Assess' roles

- 4.1.1 Our role for our clients - We will work for our clients by undertaking the following:
 - 4.1.1.1 Assessment of client's needs and the development of service delivery plans for our clients
 - 4.1.1.2 Participation of the client and/or their representative in assessment and care planning, including advocacy
 - 4.1.1.3 Determining the types of services and the amount of services purchased from Your Organisation.
 - 4.1.1.4 Service contracting and care coordination of services for our clients
 - 4.1.1.5 Facilitating the introduction of support and/or care workers to the clients or any other personnel employed by other Service Provider organisations that are to provide the services
 - 4.1.1.6 Monitoring of services that are provided to ensure clients' needs are being met
 - 4.1.1.7 Noting, and if necessary acting on any advice from support workers concerning clients' needs and associated tasks
 - 4.1.1.8 Ongoing review of the care and services received by clients and the quality of services received by clients (both periodic and in response to changes in the client's personal circumstances)
 - 4.1.1.9 Modification of the care and services as required, including the implementation of necessary actions to ensure that the quality of care received by our clients, together with their rights, are maintained, including withdrawal of services of other Service Provider organisations if required.
- 4.1.2 Our role with Your Organisation - We will work with Your Organisation by undertaking the following:
 - 4.1.2.1 Care Assess must ensure that your organisation meets the minimum requirements arising from national standards and State and Federal laws, and the requirements of our Commonwealth Funding Agreement in contracting services to external providers.
 - 4.1.2.2 Your Organisation must agree and formally accept our Agreement, which legally appoints Your Organisation as a "Subcontractor" to Care Assess.

4.1.2.3 Your Organisation also agrees to require your personnel to comply with Care Assess' *Service Manual* and comply with the roles, responsibilities, standards and guidelines outlined in this Handbook.

4.1.2.4 We require evidence annually of compliance of Your Organisation against the requirements of our Agreement and this Handbook and the *Service Manual* through our contract management process.

4.1.2.5 Conditional upon these compliances, Care Assess may implement service contracts with Your Organisations following our assessment and care planning as outline below in 4.1.3.

4.1.3 Our role in service-contracting:

4.1.3.1 Depending on the services Your Organisation is able to provide, services requested of Your Organisation for Care Assess to our clients may include domestic assistance, personal care, home maintenance, social support, and nursing in the home.

4.1.3.2 Services which may be requested may include a mixture of service types.

4.1.3.3 Depending on Care Assess' needs-assessment and the availability of services, Care Assess may contract to multiple organisations for any client.

4.1.3.4 Each requested service that Your Organisation agrees to provide is a contracted engagement, and will be based upon a Service Contract ("Agreement of Care") that will be forwarded to Your Organisation by Care Assess after our needs-assessment, care-planning and subsequent consultation with Your Organisation.

The Service Contract will include (but not be limited to):

- name, address and contact details of client
- details of services required
- day(s) of service delivery required
- status of worker to provide care
- completion (end) date for program or services.

4.1.3.5 A Care Assess coordinator will review client progress on a regular basis, according to the particular program.

4.1.3.6 If required, an updated Agreement of Care will be provided to Your Organisation following re-assessment.

4.1.4 Our role in care-coordination:

4.1.4.1 Following Care Assess' assessment, planning and consultation with our clients, and depending on the client's program requirements, Care Assess may coordinate days and times of work of Your Organisation's personnel for the provision of services to our clients.

4.1.4.2 Care Assess will review the services received as well as the quality of services received by clients.

4.1.4.3 Care Assess staff will advise Your Organisation of client needs, or any change to the needs of a client, advising where there is a change of task and of any matter or any complaints that needs addressing by Your Organisation.

4.2 Your Organisation's roles

It is Your Organisation's role to:

- 4.2.1 Ensure Your Organisation have the necessary resources, including financial resources, to deliver each Service activity.
- 4.2.2 Provide services according to our Agreement, and also according to each Service Contract (Agreement of Care) for each client, along with any advice or correspondence provided by Care Assess regarding this contract.
- 4.2.3 Seek approval from Care Assess before making any changes to the way services and tasks are being provided.
- 4.2.4 Inform Care Assess immediately if unable to maintain an adequate number of appropriately skilled staff to ensure that the care needs are met of the care recipients provided with services under our Agreement.
- 4.2.5 Provide Care Assess with all relevant information concerning the provision of Services and any proposed changes to the way Services and tasks are being provided (including details of back-up arrangements);
- 4.2.6 Refer all significant issues concerning the care of clients to the Management of Care Assess for discussion and agreement;
- 4.2.7 Advise the Management of Care Assess of any circumstances which may impact on the delivery of Services to clients and of any complaints, including any advice and reports concerning workplace health and safety or risk management issues that the Management may need to be aware of concerning the Services;
- 4.2.8 Provide any reasonable reports or other information regarding the provision of the Services that are requested by Care Assess to be provided; and,
- 4.2.9 Comply with any requirement of Care Assess made to Your Organisation arising from Care Assess' obligations and responsibilities under the Commonwealth HACC Program and the Community Care Common Standards or under the *Aged Care Act 1997* (the Act).
- 4.2.10 Manage your staff to:
 - 4.2.10.1 Provide suitably qualified, skilled, appropriately trained and equipped workers to properly and competently deliver the Services to our clients on behalf of Care Assess.
 - 4.2.10.2 Only provide personnel to provide services to Care Assess who meet the requirements of this *Provider's Handbook* and the *Service Manual*.
 - 4.2.10.3 Ensure that your workers who provide the Services are employed by your organisation; (they must not be volunteers or contractors to your organisation).
 - 4.2.10.4 If the workers employed by Your Organisation are unable to provide the Services as requested, Your Organisation must decline the Services (you must not contract-out the services to another organisation or to independent workers not employed by Your Organisation).
 - 4.2.10.5 Direct and control your workers as required in the provision of the Services.
 - 4.2.10.6 Ensure that all workers employed by Your Organisation to provide the Services are covered by the Insurances required in our Agreement.
 - 4.2.10.7 Assign appropriate tasks to relevantly qualified personnel to suit the needs of clients in accordance with any service delivery plans provided by Care Assess.

4.2.10.8 Assign times and days of work to personnel for the provision of Services to clients following coordination and agreement by Care Assess' service coordinator or another company representative.

4.2.10.9 Notify Care Assess when it is necessary to change the agreed designated personnel as soon as possible (prior to or after) arranging relief personnel for the provision of Services, but in any case not more than 1 working day after making a change to designated personnel.

4.2.11 Manage your workplaces to:

4.2.11.1 Manage and be responsible for the provision of all appropriate resources for the Services, including the use of clients own resources;

4.2.11.2 Provide and maintain as far as is reasonably practicable a safe working environment, safe systems of work, and also provide and maintain in a safe condition (if applicable), or manage with a safe procedure the use of (if applicable), all equipment and substances used by any person employed or engaged by Your Organisation in the provision of the Services.

4.2.11.3 Provide information, instruction, training and supervision in relation to workplace health and safety responsibilities consistently with the *Workplace Health and Safety Act 1995* and the *Workplace Health and Safety Regulations 1998* (as amended from time to time; or any subsequent legislation dealing with workers compensation and workplace health and safety) and applicable Codes of Practice and Australian Standards (or any subsequently enacted legislation) to staff employed or engaged by Your Organisation in the provision of the Services and to yourself as the representative of your organisation.

4.2.11.4 Take into account and comply with the health and safety requirements of the *Service Manual* in provision of the Services.

4.2.11.5 Ensure all staff employed to provide Services comply with requirements outlined in this *Provider's Handbook* and the *Service Manual*

4.2.11.6 Ensure that appropriate review, disciplinary or other action is taken concerning any conduct of staff which is not consistent with the roles and responsibilities of this *Provider's Handbook* or the *Service Manual*.

5. RESPONSIBILITIES

5.1. Care Assess' responsibilities:

5.1.1. Care Assess will perform all its obligations as set out in this Agreement, including providing payment where required by this Agreement.

5.2. Your Organisation's responsibilities:

5.2.1. Your Organisation is required to perform all its roles and obligations as set out in this Agreement.

5.2.2. In providing Services under this Agreement, Your Organisation is required to:

- (a) use all proper care;
- (b) comply with all codes of conduct and ethics, regulations and other industry standards applicable to each Activity;

- (c) comply with all applicable Laws;
 - (d) use its best endeavours to ensure that no fraud occurs;
 - (e) pay all taxes, duties and government charges which are applicable in Australia or overseas in connection with this Agreement, each Service and each Activity; and
 - (f) obtain and maintain all qualifications, permits, registrations and licences which Your Organisation or Your Personnel are required to hold to lawfully perform this Agreement and each Service and deliver each Activity.
- 5.2.3. Your Organisation remains entirely responsible for Your Organisation's performance of this Agreement and each Service and delivery of each Activity regardless of any:
- (a) involvement by Care Assess or the Commonwealth or any other person in the delivery of an Activity;
 - (b) Payment paid to Your Organisation for an Activity; or
 - (c) any requirement for Your Organisation to use Specified Personnel.

6. STANDARDS AND GUIDELINES

6.1. Your Organisation is required to facilitate Care Assess' compliance with the *Community Care Common Standards* and the *Charter of Rights and Responsibilities for Community Aged Care*:

6.1.1. Charter of Rights and Responsibilities for Community Aged Care

- <http://www.health.gov.au/internet/main/publishing.nsf/Content/ageing-charter-rights.htm>

6.1.2. Community Care Common Standards

- <http://www.health.gov.au/internet/main/publishing.nsf/Content/ageing-publicat-commcare-standards.htm>

6.2. Your Organisation is also required to facilitate Care Assess' compliance with the following guidelines:

6.2.1. Commonwealth HACC Program Manual

- <http://www.health.gov.au/internet/main/publishing.nsf/Content/ageing-hacc-manual.htm>

6.2.2. Community Care Common Standards Guide

- <http://www.health.gov.au/internet/main/publishing.nsf/Content/ageing-publicat-commcare-standards.htm>

6.2.3. [The Commonwealth HACC Program Police Certificate Guidelines](#)

- <http://www.health.gov.au/internet/main/publishing.nsf/Content/ageing-hacc-policechecks.htm>

6.2.4. [The Commonwealth HACC Complaints Guidelines for Service Providers](#)

- <http://www.health.gov.au/internet/main/publishing.nsf/Content/ageing-complaints-hacc-tagged.htm>

6.2.5. The Guide for Community Care Service Providers on how to respond when a community care client does not respond to a scheduled visit

- www.health.gov.au/internet/main/publishing.nsf/Content/ageing-commcare-guide-professional.htm

6.2.6. On the record – Guidelines for the prevention of discrimination in employment on the basis of criminal record

- http://www.humanrights.gov.au/human_rights/criminalrecord/on-the-record/index.html

6.2.7. Community Packaged Care Guidelines 2011

- www.health.gov.au/internet/main/publishing.nsf/Content/ageing-cacp-guidelines.htm1

6.2.8. APS Code of Conduct

- http://www.apsc.gov.au/_data/assets/word_doc/0014/1616/conductguidelines.doc

6.3. Your Organisation is also required to provide demonstrated evidence of managing services consistent with your responsibilities under this Agreement and the standards and guidelines specified in 6.1 and 6.2 if requested to do so by Care Assess.