



Australian Government

Department of Health and Aged Care

National Aboriginal and Torres Strait Islander Flexible Aged Care (NATSIFAC) Program funding for unmet First Nations aged care needs Grant Opportunity Guidelines GO6694

Opening date:	10 January 2024
Closing date and time:	2:00pm (Canberra time) on 24 January 2024
Commonwealth policy entity:	Department of Health and Aged Care (department)
Administering entity:	Community Grants Hub
Enquiries:	If you have any questions, contact the department via email: Grant.ATM@health.gov.au
Type of grant opportunity:	Closed non-competitive

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The Freedom Of Information Act 1982
By The Department Of Health, Disability And Ageing

The NATSIFAC Program is designed to achieve Australian Government objectives.

This grant opportunity is part of the above grant program which contributes to the Department of Health and Aged Care's Outcome 3.2. The Department of Health and Aged Care works with stakeholders to plan and design the grant program according to the [Commonwealth Grants Rules and Guidelines](#) (CGRGs).



The grant opportunity opens

We publish the grant opportunity guidelines on [GrantConnect](#).



You complete and submit a grant application



We assess grant suitability

We assess your suitability against eligibility criteria. We assess your suitability to receive a grant against the assessment criteria.



We make grant recommendations

We provide advice to the Decision Maker on the merits of the assessed information.



Grant decisions are made

The Decision Maker decides if you are suitable and successful for grant funding.



We notify you of the outcome

We advise you of the outcome.



We enter into a grant agreement

We enter into a grant agreement with you if successful. The type of grant agreement is based on the nature or complexity of the grant and will be proportional to the risks involved.



Delivery of grant

You undertake the grant activity as set out in your grant agreement. The Community Grants Hub manage the grant by working with you, monitoring your progress and making payments.



Evaluation of the grant opportunity

We evaluate your specific grant activity and the grant opportunity as a whole. We base this on information you provide to us and that we collect from various sources.

1.1 Introduction

These guidelines contain information for the National Aboriginal and Torres Strait Islander Flexible Aged Care (NATSIFAC) Program funding to meet unmet First Nations aged care needs grant opportunity.

You must read these guidelines before filling out an application.

This document sets out:

- the purpose of the grant program/grant opportunity;
- the eligibility and assessment criteria;
- how grant applications are considered and selected;
- how grantees are notified and receive grant payments;
- how grantees will be monitored and evaluated; and
- responsibilities and expectations in relation to the opportunity.

2. About the grant program

The NATSIFAC Program is currently administered outside of the *Aged Care Act 1997* and is part of the Australian Government's strategy to improve the quality of, and access to, aged care services for older First Nations people. NATSIFAC is part of the Portfolio Budget Statement Program 3.2: Aged Care Services program.

The objectives are to:

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

The NATSIFAC Program funds organisations to provide flexible, culturally appropriate aged care to older First Nations people close to their home and/or community.

Delivering Culturally Safe Aged Care Services

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

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

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

- having appropriate buildings to allow for cultural activities, family visits, ceremonies and to take into account First Nations customs;

- ensuring comfortable environment and surroundings (e.g. access to the natural environment or outdoor access and bushland gardens, First Nations artefacts);
- employment or engagement of First Nations people;
- participation by the local community in planning and providing aged care;
- encouraging and assisting care recipients to remain engaged with their community (e.g. by participating in traditional events);
- respecting cultural traditions (e.g. men's and women's business); and
- providing the services in a culturally safe way.

Cultural safety is about recognising, respecting and nurturing the unique cultural identity of First Nations people and meeting their needs, expectations and rights. It is one of the overarching principles to be incorporated in all aspects of service delivery and quality systems for the NATSIFAC Program.

We administer the program according to the [Commonwealth Grants Rules and Guidelines](#) (CGRGs).

NATSIFAC Program funded organisations are required to report on their performance through annual financial acquittals and six-monthly Service Activity Reports in accordance with the Program Manual and the grant agreement. NATSIFAC Program service providers must have policies, procedures and practices in place to ensure the service delivers flexible, culturally safe care which meets the [Aged Care Quality Standards](#) and [Quality of Care Principles](#).

2.1 About the grant opportunity

This grant opportunity provides \$10 million over two years to four Aboriginal Community Controlled Health Organisations (ACCHOs) from 1 March 2024 to 30 June 2025 to ensure essential home and community aged care services continue to be delivered to older First Nations people uninterrupted.

The NATSIFAC Program will be administered under the new Aged Care Act (new Act) from 1 July 2024. The eligible ACCHOs targeted in this closed non-competitive grant round will continue to deliver aged care services under the new Act from 1 July 2024.

The objectives of the grant opportunity are to:

- provide funding to four ACCHOs to deliver culturally safe home and community aged care services under the NATSIFAC Program to meet the needs of older First Nations people in each location.

The intended outcomes of the grant opportunity are to:

- ensure the four ACCHOs can continue to deliver essential, culturally safe aged care services to older First Nations people without interruption; and
- ensure continued access and delivery of high quality, culturally safe aged care to vulnerable older First Nations people in Southern Perth, Darwin, Western Sydney, and the Gold Coast.

Service providers will commence provision of services in accordance with the [NATSIFAC Program Manual](#) (Program Manual). The Program Manual outlines the operational requirements of the NATSIFAC Program and forms part of the grant agreement between the Commonwealth and the Grantee.

The Activity will be measured against the below Performance Indicators.

Table 1: Performance Indicators

Performance indicator	Measure
Number of care recipients who: a) are of Aboriginal and/or Torres Strait Islander descent; b) identify as an Aboriginal and/or Torres Strait Islander; or c) are accepted by the community they live in or come from.	98% of care recipients are of (a), (b) and/or (c)
Number of care plans in place for each care recipient	A care plan is in place for all care recipients with a review date within 6 months Following the first 6-month review, care plans to be reviewed annually and/or as consumers' needs change
Number of staff engaged from the local community and identify as an Aboriginal and/or Torres Strait Islander	At least 5% of staff engaged are from the local community and/or identify as Aboriginal and/or Torres Strait Islander
Number of relevant persons with current police checks	100% compliance
Number of complaints received and resolved	100% of complaints actioned within a 4-week period and reported accordingly in the Service Activity Reports. At least 90% of complaints have been resolved
Aged care services are delivered within the allocated grant funds and care recipient contributions	100% of grant funding is expended in delivering the activity
Actively participate in and apply the Aged Care Quality Standards and Quality of Care Principles to all aged care services delivered in either residential care, home care or respite settings	Service providers are required to meet all of the Aged Care Quality Standards and Quality of Care Principles and have procedures in place to meet these
Deliver services in accordance with the NATSIFAC Program Manual , including meeting all reporting and legislative requirements	a) 100% of reporting is completed and submitted on time b) 100% of legislative requirements are met and implemented

3. Grant amount and grant period

3.1 Grants available

The Australian Government has approved a total of \$10 million (GST exclusive) over two financial years (2023-24 to 2024-25) for the NATSIFAC Program to meet unmet First Nations aged care needs.

NATSIFAC Program funding is provided under a block funded model, based on an agreed allocation of places and not the occupancy of those places. This provides a constant income stream allowing the service provider both the stability of income and the flexibility to manage the delivery of aged care services to meet the needs of the community.

The daily rate for a home care place is up to \$59.00 for services located in [Modified Monash Model](#) MM 1. Please note that GST will not apply to this grant funding.

This funding is made up of:

- operational funding of up to \$8 million over two financial years until 30 June 2025 (GST out of scope); and
- one-off establishment funding of up to \$500,000.00 (GST exclusive) per organisation (\$2 million in total).

NATSIFAC Program service provider's level of operational funding will be based on the current allocated levels of service provision and the NATSIFAC Program funding model. The NATSIFAC Program service provider must ensure care services are provided within their allocated funding budget and any money from the conduct of the activity, including care recipient contributions.

Grant funding will be indexed annually in-line with Wage Cost Index 9 (WCI9) which is a weighted indice based on changes to a wage component (75%) and a non-wage component (25% price of goods) to reflect labour content and supplier costs respectively.

Table 2: Grant Opportunity Funding Available (GST exclusive)

	2023-24 FY \$ M	2024-25 FY \$ M	Total \$ M
Operational funding	2.800	5.200	8.00
One-off establishment funds	2.000	0.000	2.00
Total	4.800	5.200	10.00

Each applicant is able to apply for up to \$2 million in operational funding and up to \$500,000 in establishment funding.

3.2 Grant period

The maximum grant period is over two financial years until 30 June 2025.

You must complete your grant/project by 30 June 2025.

4. Eligibility criteria

We cannot consider your suitability to receive a grant if you do not satisfy all the eligibility criteria.

4.1 Who is eligible for a grant?

To be eligible, you must be one of the listed organisation/s and have received an invitation to apply from the department.

Table 3: Eligible Organisations

Legal Name of Organisation	ABN
The Institute for Urban Indigenous Health Ltd (IUIH)	32 140 019 290
South West Aboriginal Medical Service Aboriginal Corporation (SWAMS)	98 241 772 591
Danila Dilba Biluru Butji Binnilulum Health Service Limited (Danila Dilba)	57 024 747 460
Wellington Aboriginal Corporation Health Service (WACHS)	21 471 474 869

The list of eligible applicants was determined based on their existing relationships with vulnerable First Nations people in areas of demonstrable unmet need and their readiness to deliver culturally safe aged care services. All of the eligible organisations are ACCHOs with extensive experience in the delivery of a range of care and support services, including primary health services, to First Nations people. Three organisations (SWAMS, Danila Dilba and WACHS) are currently delivering culturally safe pre-entry/entry level aged care services to First Nations people in locations where there is unmet need. One organisation, IUIH, has a history of culturally safe aged care service provision to First Nations people across a range of aged care programs in south eastern Queensland where there is demonstrable and significant unmet need for aged care services for older First Nations people.

4.2 Who is not eligible to apply for a grant?

You are not eligible to apply for this grant opportunity if you:

- have not received an invitation to apply from the department;
- are not listed as an eligible organisation in section 4.1; and/or
- are an organisation, or your project partner is an organisation, included on the [National Redress Scheme's website](#) on the list of 'Institutions that have not joined or signified their intent to join the Scheme'.

4.3 What qualifications, skills or checks are required?

If you are successful, personnel (paid or volunteer) delivering NATSIFAC Program services must be suitably qualified or undertake relevant training. The following personnel must maintain the following checks:

- All service staff or volunteers working with vulnerable people must maintain a Working with Vulnerable People registration (or equivalent depending on the relevant state or territory).
- Volunteers and executive decision makers must undergo police checks.

NATSIFAC Program service providers which do not meet this requirement will be deemed non-compliant against the grant agreement and further action may be taken.

The department recognises the Australian Government's response to the Royal Commission into Institutional Responses to Child Sexual Abuse and the [Commonwealth Child Safe Framework](#). As such, the department expects that all grant recipients comply with all

Australian law relating to employing or engaging people who work or volunteer with children. This includes working with children checks and mandatory reporting; and the department may request an annual statement of compliance with this requirement. If successful, these details will be outlined in the grant agreement.

5. What the grant money can be used for

5.1 Eligible grant activities

To be eligible, your grant activity must;

- deliver good quality, culturally appropriate aged care that is both acceptable to and accessible by the community;
- deliver activities in accordance with the [Aged Care Quality Standards](#) and the [Quality of Care Principles](#); and
- deliver activities in accordance with the [NATSIFAC Program Manual](#).

Service providers should be familiar with activities and service types funded under the NATSIFAC Program as described in the Program Manual.

If service providers earn any money from the conduct of this Activity (including care recipient fees, rent, board or service charges), funds earned must be dealt with as if it were part of the Grant. This includes keeping accurate and complete financial records of the money earned.

5.2 Eligible expenditure

You can only spend the grant on eligible expenditure you have incurred for eligible grant activities.

Eligible expenditure items are:

- the provision of care services as detailed in the Grant Agreement and/or in the [NATSIFAC Program Manual](#);
- staff salaries and on-costs which can be directly attributed to the provision of the Activity in the identified service area;
- employee training for paid and unpaid staff including Committee and Board members, that is relevant, appropriate and in line with the provision of services; and
- operating and administration expenses directly related to the delivery of aged care services, such as:
 - telephones and internet
 - rent and outgoings
 - computer/IT/website/software
 - insurance
 - utilities
 - postage
 - stationery and printing
 - accounting and auditing
 - domestic travel/accommodation costs directly associated to the delivery of aged care services
 - assets as described in the Grant Agreement, including motor vehicle lease

- repairs and maintenance of aged care assets.

Not all expenditure on your grant activity may be eligible for grant funding. The Decision Maker makes the final decision on what is eligible expenditure and may give additional guidance on eligible expenditure if required. The Decision Maker is the Assistant Secretary, First Nations Aged Care Branch.

You must incur the expenditure on your NATSIFAC Program activities between the start and end date of the funding period for it to be eligible.

5.3 What the grant money cannot be used for

You cannot use the grant for any activities not mentioned in Section 5.2.

You cannot use the grant for the following costs:

- purchase of land;
- costs incurred in the preparation of a grant application or related documentation;
- major construction/capital works;
- relieving cash flow problems in other activities;
- the purchase of assets over \$10,000, unless otherwise agreed beforehand in writing by the department;
- for any international travel or expenses related to international travel;
- to pay fines or penalties;
- to cover the costs of any legal action or proceedings or to settle or agree to consent orders in relation to, or otherwise resolve, any proceeding or application for reinstatement and/or wrongful dismissal by a current or former employee;
- to lend or gift money or assets to any person;
- to provide gift cards to any person;
- to provide cab charge/taxi vouchers/rideshare services to any person except for staff to attend training, offsite staff meetings or other work related travel;
- to provide redundancy payments, advances, commissions, bonuses, performance-based benefits or similar benefits to any person;
- to pay sitting fees to any person, including a member of the organisation's governing board for his or her attendance at a meeting, or involvement in the business of the board;
- to pay internal or in-house project management fees using people from within your organisation to manage and monitor a project;
- for a sale and lease back arrangement;
- to lease an item of property that the service provider owns;
- for the purpose of establishing a subsidiary or other commercial entity or activity;
- to pay the service provider any fee or charge that is calculated on a basis other than the costs the service provider actually incurs in the performance of the providing aged care services;
- to purchase a car or other vehicle;
- depreciation costs or to provide for the future replacement of any asset or to dispose of, acquire or provide for the future replacement of any land, building or other real property;

- food referred to as 'takeaway' is an excluded item. 'Takeaway' food is generally defined as food you would buy from a restaurant or food outlet;
- coverage of retrospective cost – is a cost that has already been incurred;
- direct treatment for acute illness, including convalescent or post-acute care;
- payment for services and items covered by the Medicare Benefits Schedule or the Pharmaceutical Benefits Scheme;
- medical aids, appliances and devices which are to be provided as a result of a medical diagnosis or surgical intervention and which would be covered under a Health Care system, such as oxygen tanks or continence pads;
- activities that are already funded under other Commonwealth, state, territory or local government programs;
- client accommodation expenses, as these are provided for within the social security system;
- household items which are not related to improvement of functional impairment (i.e. general household or furniture or appliances); and
- items which are likely to cause harm to the participant or pose a risk to others.

6. The assessment criteria

You must address all of the following assessment criteria in the application.

All criteria have equal weighting.

The amount of detail and supporting evidence you provide in your application should be relative to the size, complexity and grant amount requested.

The application form includes word limits.

We will only award funding to applications that score high/good quality against all assessment criteria, in the first instance.

Assessment Criterion 1: Alignment with NATSIFAC Program Objectives (1000 words)

Demonstrate the need for home and community aged care places, and describe how the activities of your organisation's proposal will align with the NATSIFAC Program objectives, in the following identified locations:

- Perth/Peel Region, WA
- Western Sydney, NSW
- Darwin, NT, or
- Gold Coast, QLD.

Your response should include:

- the geographical location of where the home care places will be delivered; and
- an overview of how your organisation will effectively deliver home care services to meet the changing needs of aged care recipients within the identified locations.

Assessment Criterion 2: Efficient and Effective Use of Grant Funds (1000 words)

Demonstrate your organisation's understanding of/experience in developing, delivering, managing and monitoring an aged care program to achieve positive outcomes for older First Nations people.

Provide evidence of your understanding of/ability to deliver services in line with the NATSIFAC Program Manual and Aged Care Quality Standards.

Your response should include:

- evidence of your organisation's experience in delivering and managing aged care services in [Modified Monash Model](#) MM 1 locations;
- details of financial management and the methods that your organisation uses in order to ensure financial management; and
- how your organisation will work with older First Nations people to deliver home care places in the identified community.

7. How to apply

Before applying, you must read and understand all documents and information relating to this grant opportunity found on [GrantConnect](#). Any alterations and addenda¹ will be published on GrantConnect and by registering on this website, you will be automatically notified of any changes. GrantConnect is the authoritative source for grants information, however the department takes no responsibility if a registered user fails to become aware of any addendum notices or of other published material. Registered users are encouraged to regularly check GrantConnect for updates.

To apply you must:

- read all available documentation about the grant opportunity provided on GrantConnect;
- complete the application form on GrantConnect;
- provide all requested information;
- address all eligibility criteria and assessment criteria;
- include all necessary attachments; and
- submit your application by the closing date and time using the red **Submit Application** button on GrantConnect.

We will not provide application forms or accept application submissions for this grant opportunity by email.

If you need assistance with the application process or find an error in your application after submission but before the closing date and time, you should contact us via email Grant.ATM@health.gov.au. For technical assistance when submitting your application through GrantConnect please contact the GrantConnect Helpdesk:

- Phone: 1300 484 145
- Email: GrantConnect@finance.gov.au

You are responsible for ensuring that your application is complete and accurate. Giving false or misleading information is a serious offence under the [Criminal Code 1995](#) and we will investigate any false or misleading information and may exclude your application from further consideration.

¹ Alterations and addenda include but are not limited to corrections to currently published documents, changes to close times for applications, Questions and Answers (Q&A) documents and Frequently Asked Questions (FAQ) documents.

The department does not have to accept any additional information, or requests from you to correct your application after the closing time. If you find an error in your application after submitting it, you should contact us immediately at Grant.ATM@health.gov.au.

If we find an error or information that is missing, we may ask for clarification or additional information from you that will not change the nature of your application. However, we can refuse to accept any additional information from you that would change your submission after the application closing time.

You should keep a copy of your application and any supporting documents. You will receive an automated email notification acknowledging the receipt of your application. If you do not receive a confirmation email within 48 hours, contact the department at Grant.ATM@health.gov.au.

7.1 Attachments to the application

All of the following documents must be attached to your application for it to be considered compliant and for it to proceed to assessment.

We require the following documents with your application in order to assess Criterion 2 – Efficient and Effective Use of Grant Funds:

- proof of entity type
- most recent organisation financial statement.

For applications made on behalf of a Trust, the application must be made in the name of the Trustee as listed in the Trust Deed. The applicant must be prepared to provide a copy of the Trust Deed as in force at the time the application is made if requested, and other information (including financial information) for both the Trust and the corporate Trustee.

If you do not attach the requested documents, your application may not progress further in the process.

You must attach supporting documentation to your application in line with the instructions provided within the application form. You should only attach requested documents. We will not consider information in attachments that we do not request.

7.2 Timing of grant opportunity processes

You must submit an application between the published opening and closing dates.

If you are successful, we expect you will be able to commence your grant activity around 1 March 2024.

Table 4: Expected timing for this grant opportunity

Activity	Expected Timeframe
Open on GrantConnect	10 January 2024
Assessment of suitability	2 weeks
Approval of outcomes of selection process	1 week
Negotiations and award of grant agreements	1 week
Notification to unsuccessful applicants	1 week
Earliest start date of grant activity	1 March 2024

End date of grant activity or agreement	30 June 2025
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7.2.1 Late applications

We will not accept late applications unless an applicant has experienced exceptional circumstances that prevent the submission of the application. Broadly, exceptional circumstances are events characterised by one or more of the following:

- reasonably unforeseeable;
- beyond the applicant's control; and/or
- unable to be managed or resolved within the application period.

Exceptional circumstances will be considered on their merits and in accordance with probity principles.

Applicants seeking to submit a late application will be required to submit a late application request via email to Grant.ATM@health.gov.au with "Late Application Request – GO6694" in the subject line.

The request should include a detailed explanation of the circumstances that prevented the application being submitted prior to the closing time. Where appropriate, supporting evidence can be provided to verify the claim of exceptional circumstances.

The assessment committee Chair or their appointed representative will determine whether a late application will be accepted. The Chair may seek guidance from the Decision Maker on whether to accept a late application. The Decision Maker is the Assistant Secretary, First Nations Aged Care Branch. Once the outcome is determined, the department will advise the applicant if their request is accepted or declined.

7.3 Questions during the process

If you have questions relating to the grant, technical issues or process during the application period, please contact Grant.ATM@health.gov.au. The department will respond to emailed questions within three working days. Only invited applicants' questions will be responded to during the application submission period.

Questions close at 5.00pm (Canberra local time) 3 business days before the application period closes. This allows a reasonable period for the department to respond with information that applicants can consider for their application. The department will continue to assist with technical related enquiries regarding the submission of applications beyond the question close deadline.

8. The grant selection process

8.1 Assessment of grant applications

We first review your eligibility to receive a grant against the eligibility criteria in section 4. Only the eligible organisations will move to the next stage.

We will then consider eligible applications against the assessment criteria (see section 6). We consider your application on its merits, based on:

- how well it meets the criteria; and

- whether it provides value with relevant money.²

We will use the Descriptive Classification rating Scale below.

Table 5: Descriptive Classification Rating Scale

Rating (for individual criterion)	Rank
High/good quality – response against this criterion meets all/most sub-criteria to a higher than average/average standard. Evidence is available and provides support for claims against this criterion.	Suitable
Poor quality – poor claims against this criterion, meets some or none of the sub-criteria. Evidence is unavailable, not relevant or lacking in detail.	Not Suitable

When assessing the extent to which the application represents value with money³, we will have regard to:

- the overall objective/s to be achieved in providing the grant;
- the extent to which the evidence in the application demonstrates that it will contribute to meeting the outcomes/objectives;
- the relative value of the grant sought;
- the extent to which the geographic location of the application matches identified priorities; and
- how the grant activities will target groups or individuals.

8.2 Who will assess applications?

An assessment committee will assess your suitability to receive a grant by reviewing the information and documents listed in Section 7. The assessment committee will be made up of staff within the First Nations Aged Care Branch within the department.

The assessment committee may seek additional information from you. They may do this from within the Commonwealth, even if the sources are not nominated by you, as referees. The assessment committee may also consider information about you that is available through the normal course of business.

The assessment committee recommends to the Decision Maker which organisations are suitable to receive a grant.

8.3 Who will approve grants?

The Decision Maker for this grant opportunity is the Assistant Secretary of the First Nations Aged Care Branch, Market and Workforce Division. The Decision Maker decides which grants to approve taking into account the recommendations of the assessment committee and the availability of grant funds for the purposes of the grant opportunity.

The Decision Maker's decision is final in all matters, including:

- the approval of the grant;

² See glossary for an explanation of 'value with money'.

³ See Glossary for the definition of 'value with money'.

- the grant funding amount to be awarded; and
- the terms and conditions of the grant.

There is no appeal mechanism for decisions to approve or not approve a grant.

9. Notification of outcomes

We will advise you of the outcome of this process in writing. If you are successful, we will advise you of any specific conditions attached to the grant. If you are unsuccessful, we will give you verbal feedback within 4 weeks of your request for feedback.

10. Successful grantees

10.1 The grant agreement

You must enter into a legally binding grant agreement with the Commonwealth. For this grant opportunity, we will utilise the standard grant agreement.

Each agreement has general terms and conditions that cannot be changed. Sample grant agreements are available on the [Department of Finance's website](#). We will use a schedule to outline the specific grant requirements.

We must execute a grant agreement with you before we can make any payments. We are not responsible for any of your expenditure until a grant agreement is executed. If you choose to start your grant activities before you have an executed grant agreement, you do so at your own risk. You must not start any NATSIFAC Program aged care services to meet unmet First Nations aged care need activities until a grant agreement is executed.

Your grant agreement may have specific conditions determined by the assessment process or other considerations made by the Decision Maker. We will identify these in the agreement.

The Commonwealth may recover grant funds if there is a breach of the grant agreement.

You will have 20 days from the date of a written offer to execute this grant agreement with the Commonwealth ('execute' means both you and the Commonwealth have signed the agreement). During this time, we will work with you to finalise details.

The offer may lapse if both parties do not sign the grant agreement within this time. Under certain circumstances, we may extend this period. We base the approval of your grant on the information currently held by the department.

10.2 Specific legislation, policies and industry standards

Whilst you are required to be compliant with all relevant laws and regulations when delivering services, you will be requested to demonstrate compliance with the following legislation/policies/industry standards:

- comply with all relevant legislation;
- ensure that workers (paid and voluntary) are suitably qualified or are undertaking training appropriate to the service they deliver;
- meet police check guidelines (Appendix C of the [NATSIFAC Program Manual](#));
- meet Serious Incident Response Scheme reporting requirements; and
- adhere to the *Charter of Care Recipients' Rights and Responsibilities – Residential Care*, to the care services being provided (see Appendix B of the [NATSIFAC Program Manual](#)).

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

- *Crimes Act 1914*
- *Criminal Code Act 1995*
- *Racial Discrimination Act 1975*
- *Sex Discrimination Act 1984*
- *Disability Discrimination Act 1992*
- *Equal Opportunity for Women in the Workplace Act 1999*
- *Aged Discrimination Act 2004*
- *Ombudsman Act 1976*
- *Auditor-General Act 1997*
- *Public Governance, Performance and Accountability Act 2013*
- *Work Health and Safety Act 2011*
- *Privacy Act 1988 and its associated Australian Privacy Principles.*

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

10.2.1 The Multicultural Access and Equity Policy

The [Multicultural Access and Equity Policy](#) obliges Australian Government agencies to ensure that cultural and linguistic diversity is not a barrier for people engaging with government and accessing services to which they are entitled. For example, providing access to language services where appropriate.

10.2.2 Commonwealth Child Safe Framework

The Royal Commission into Institutional Responses to Child Sexual Abuse highlighted the need for organisations to adopt child safe practices including appropriate screening of staff, mandatory reporting and adoption of the National Principles for Child Safe Organisations. The Australian Government committed to a new Commonwealth-wide framework to protect children and young people it is responsible for – the [Commonwealth Child Safe Framework \(CCSF\)](#).

The Australian Government is considering appropriate ways to apply the requirements of the CCSF to grant recipients. A child safety clause will be included in a grant agreement where the Commonwealth considers the grant is for:

- services directly to children; and/or
- activities that involve contact with children that is a usual part of, and more than incidental to, the grant activity.

A child safety clause may also be included in the grant agreement if the Commonwealth considers the grant activity involves children more broadly.

The successful applicant will be required to comply with all child safety obligations included in the grant agreement or notified to the successful applicant prior to execution of the grant agreement.

Irrespective of the child safety obligations in the grant agreement, you must always comply with your state and territory legislative requirements for working with children and mandatory reporting.

10.2.3 National Redress Scheme

The [National Redress Scheme](#) for Institutional Child Sexual Abuse Grant Connected Policy makes non-government institutions named in applications to the Scheme, or in the Royal Commission into Institutional Responses to Child Sexual Abuse that do not join the Scheme, ineligible for future Australian Government grant funding. The National Redress Scheme Grant Connected Policy came into effect on 1 January 2021.

10.3 How we pay the grant

The grant agreement will state the maximum grant amount to be paid.

We will not exceed the maximum grant amount under any circumstances. If you incur extra costs, you must meet them yourself.

We will make an initial payment on execution of the grant agreement. We will make subsequent payments quarterly in advance according to an agreed schedule set out in the grant agreement. We will only make grant payments when we receive satisfactory progress reports.

10.4 Grants Payments and GST

Payments will be GST Exclusive. If you are registered for the [Goods and Services Tax \(GST\)](#), where applicable, we will add GST to your grant payment and issue you with a [Recipient Created Tax Invoice](#).

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend you seek independent professional advice on your taxation obligations or seek assistance from the [Australian Taxation Office](#). We do not provide advice on your taxation circumstances.

11. Announcement of grants

If successful, your grant will be listed on the GrantConnect website 21 calendar days after the date of effect as required by section 5.3 of the [CGRGs](#).

12. How we monitor your grant activity

12.1 Keeping us informed

You should let us know if anything is likely to affect your grant activity or organisation.

We need to know of any key changes to your organisation or its business activities, particularly if they affect your ability to complete your grant, carry on business and pay debts due.

You must also inform us of any changes to your:

- legal or business name
- addresses
- nominated contact details
- executive decision makers

- bank account details.

If you become aware of a breach of terms and conditions under the grant agreement, you must contact us immediately.

You must notify us of events relating to your grant and provide an opportunity for the Minister or their representative to attend.

12.2 Reporting

You must submit reports in line with the grant agreement. We will expect you to report on:

- progress against agreed grant activity milestones and outcomes;
- COVID-19 related reports;
- contributions of aged care recipients directly related to the grant activity; and
- expenditure of the grant.

The Community Grant Hub's Funding Agreement Managers (FAMs) will monitor progress by assessing reports you submit and may conduct site visits or request records to confirm details of your reports if necessary. Occasionally we may need to re-examine claims, seek further information or request an independent audit of claims and payments.

Service Activity Reports

Service Activity Reports must:

- include details of staff members engaged during the reporting period;
- detail the number of clients and type of services delivered in the reporting period;
- details of board members during the reporting period;
- detail the number of complaints and resolved complaints during the reporting period;
- show the total eligible expenditure incurred during that reporting period; and
- be submitted by the report due date (you can submit reports ahead of time if you have completed relevant activities).

You must discuss any reporting delays with us as soon as you become aware of them.

Ad-hoc reports

We may ask you for ad-hoc reports on your grant. This may be to provide an update on progress, or any significant delays or difficulties in completing the grant activity.

12.3 Financial reporting

You must submit financial reports in line with the grant agreement.

We will ask you to report on the expenditure of the grant using a financial declaration and/or an income and expenditure statement and/or an audited income and expenditure statement.

12.4 Grant agreement variations

We recognise unexpected events may affect your progress. In these circumstances, you can request a variation to your grant agreement. You can request a variation prior to the activity end date by contacting your FAM.

You should not assume that a variation request will be successful. We will consider your request based on provisions in the grant agreement and the likely impact on achieving outcomes.

12.5 Compliance visits

We may visit you during or at the completion of your grant activity to review your compliance with the grant agreement. We will provide you with reasonable notice of any compliance visit.

12.6 Record keeping

We may also inspect the records you are required to keep under the grant agreement.

12.7 Evaluation

We will evaluate the grant opportunity to measure how well the outcomes and objectives have been achieved. We may use information from the assessment process and reports for this purpose. We may also interview you or ask you for more information to help us understand how the grant impacted you and to evaluate how effective the program was in achieving its outcomes.

12.8 Acknowledgement

If you make a public statement about the grant activity funded under the program, we require you to acknowledge the grant by using the following:

‘This service received grant funding from the Australian Government.’

13. Probity

The Australian Government will make sure that the grant opportunity process is fair, according to the published guidelines, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct, and is consistent with the CGRGs.

These guidelines may be amended periodically by the department. When this happens, the revised guidelines will be published on GrantConnect.

13.1 Enquiries and feedback

The department's [Complaint Handling Process](#) applies to complaints about this grant opportunity. All complaints about a grant process must be provided in writing.

Any questions you have about grant decisions for this grant opportunity should be sent to Grant.ATM@health.gov.au.

If you do not agree with the way the department has handled your complaint, you may complain to the [Commonwealth Ombudsman](#). The Ombudsman will not usually look into a complaint unless the matter has first been raised directly with the relevant Commonwealth entity.

The Commonwealth Ombudsman can be contacted on:

Phone (Toll free): 1300 362 072

Email: ombudsman@ombudsman.gov.au

Website: [Home - Commonwealth Ombudsman](#)

13.2 Conflicts of interest

Any conflicts of interest could affect the performance of the grant opportunity or program. There may be a conflict of interest, or perceived conflict of interest, if the department's staff, any member of a committee, an advisor, and/or you or any of your personnel:

- has a professional, commercial or personal relationship with a party who is able to influence the selection process, such as an Australian Government officer;
- has a relationship with, or interest in, an organisation which is likely to interfere with or restrict the applicants from carrying out the proposed activities fairly and independently; and/or
- has a relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives a grant under the grant program/ grant opportunity.

If you identify an actual, apparent, or perceived conflict of interest, you must inform the department in writing immediately.

Conflicts of interest for Australian Government staff will be handled as set out in the [Australian Public Service Code of Conduct \(Section 13\(7\)\)](#) of the [Public Service Act 1999](#). Committee members and other officials including the Decision Maker must also declare any conflicts of interest.

We publish our conflict of interest policy on the [Australian Public Service Commission's website](#).

13.3 Privacy

We treat your personal information according to the [Privacy Act 1988](#) and the [Australian Privacy Principles](#). This includes letting you know:

- what personal information we collect;
- why we collect your personal information; and
- who we give your personal information to.

Your personal information can only be disclosed to someone else for the primary purpose for which it was collected unless an exemption applies.

The Australian Government may also use and disclose information about grant applicants and grant recipients under this grant opportunity in any other Australian Government business or function. This includes disclosing grant information on GrantConnect as required for reporting purposes and giving information to the Australian Taxation Office for compliance purposes.

We may share the information you give us with other Commonwealth entities for purposes including government administration, research or service delivery, according to Australian laws.

You must declare your ability to comply with the *Privacy Act 1988* (the Act) and the Australian Privacy Principles and impose the same privacy obligations on officers, employees, agents and subcontractors that you engage to assist with the activity, in respect of personal information you collect, use, store, or disclose in connection with the activity. Accordingly, you must not do anything, which if done by the department would breach an Australian Privacy Principle as defined in the Act.

13.4 Confidential Information

Other than information available in the public domain, you agree not to disclose to any person, other than us, any confidential information relating to the grant process and/or agreement, without our prior written approval. The obligation will not be breached where you are required by law, Parliament or a stock exchange to disclose the relevant information or

where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

We may at any time require you to arrange for you, your employees, agents or subcontractors to give a written undertaking relating to non-disclosure of our confidential information in a form we consider acceptable.

We will keep any information in connection with the grant agreement confidential to the extent that it meets all of the three conditions below:

1. you clearly identify the information as confidential and explain why we should treat it as confidential.
2. the information is commercially sensitive.
3. revealing the information would cause unreasonable harm to you or someone else.

We will not be in breach of any confidentiality agreement if the information is disclosed to:

- the committee and other Commonwealth employees and contractors to help us manage the program effectively;
- employees and contractors of our department so we can research, assess, monitor and analyse our programs and activities;
- employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery;
- other Commonwealth, State, Territory or local government agencies in program reports and consultations;
- the Auditor-General, Ombudsman or Privacy Commissioner;
- the responsible Minister or Parliamentary Secretary; and/or
- a House or a Committee of the Australian Parliament.

The grant agreement may also include any specific requirements about special categories of information collected, created or held under the grant agreement.

13.5 Freedom of information

All documents in the possession of the Australian Government, including those about this grant opportunity, are subject to the [Freedom of Information Act 1982](#) (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to documents held by Australian Government entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. Access may be refused if a document contains “exempt” material, such as commercially valuable information or the personal or business information of a third party.

All Freedom of Information requests must be referred to the Freedom of Information Coordinator in writing.

By mail: Freedom of Information Coordinator
 FOI Unit
 Department of Health and Aged Care
 GPO Box 9848
 CANBERRA ACT 2601

By email: foi@health.gov.au

14. Glossary

Term	Definition
administering entity	when an entity that is not responsible for the policy, is responsible for the administration of part or all of the grant administration processes.
<i>Aged Care Act 1997</i>	the principal legislation that regulates the Residential Aged Care, Flexible Care, and Home Care Programs from 1 October 1997. The flexible aged care services funded under this Activity operate outside the regulatory framework of the <i>Aged Care Act 1997</i>.
assessment criteria	are the specified principles or standards, against which applications will be judged. These criteria are also used to assess the merits of proposals and, in the case of a competitive grant opportunity, to determine application rankings.
care plan	a plan developed in consultation with the care recipient which describes the type of services to be provided, the frequency and hours of actual service provision, the location at which the service will be provided and the respective responsibilities of the service provider, its staff and the care recipient.
care recipient	a person receiving flexible aged care services.
Commonwealth Child Safe Framework	in response to the Royal Commission into Institutional Responses to Child Sex Abuse, the Australian Government has introduced the Commonwealth Child Safe Framework , a whole-of-government policy that sets minimum standards for creating and embedding a child safe culture and practice in Commonwealth entities.
Commonwealth entity	a Department of State, or a Parliamentary Department, or a listed entity or a body corporate established by a law of the Commonwealth. See subsections 10(1) and (2) of the PGPA Act.
<i>Commonwealth Grants Rules and Guidelines (CGRGs)</i>	establish the overarching Commonwealth grants policy framework and articulate the expectations for all non-corporate Commonwealth entities in relation to grants administration. The CGRGs contain the key legislative and policy requirements and explain the better practice principles of grants administration.

Term	Definition
cultural safety	cultural safety is about recognising, respecting and nurturing the unique cultural identity of First Nations people and meeting their needs, expectations and rights. It is expected that the principle of cultural safety will be recognised and embedded in all aspects of the service provider's service delivery and quality systems. The service provider should ensure that policies, procedures and practices are in place to ensure the service delivers flexible, culturally appropriate care. The service provider should also ensure that individual care recipient interests, customs, beliefs and cultural backgrounds are valued and nurtured, and that the service assists care recipients to stay connected with their family and community.
date of effect	can be the date on which a grant agreement is signed or a specified starting date. Where there is no grant agreement, entities must publish information on individual grants as soon as practicable.
Decision Maker	the person who makes a decision to award a grant.
eligibility criteria	refer to the mandatory criteria which must be met to qualify for a grant. Assessment criteria may apply in addition to eligibility criteria.
end date	the expected date that the grant activity must be completed, and the grant spent by.
grant	for the purposes of the CGRGs, a 'grant' is an arrangement for the provision of financial assistance by the Commonwealth or on behalf of the Commonwealth: a) under which relevant money⁴ or other Consolidated Revenue Fund (CRF) money⁵ is to be paid to a grantee other than the Commonwealth; and b) which is intended to help address one or more of the Australian Government's policy outcomes while assisting the grantee achieve its objectives.
grant activity/activities	refers to the project/tasks/services that the grantee is required to undertake.
grant agreement	sets out the relationship between the parties to the agreement, and specifies the details of the grant.

⁴ Relevant money is defined in the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), chapter 1, section 8 Dictionary.

⁵ Other CRF money is defined in the PGPA Act. See section 105, Rules in relation to other CRF money.

Term	Definition
GrantConnect	GrantConnect is the Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the CGRGs.
grant opportunity	refers to the specific grant round or process where a Commonwealth grant is made available to potential grantees. Grant opportunities may be open or targeted and will reflect the relevant grant selection process.
grant program	a 'program' carries its natural meaning and is intended to cover a potentially wide range of related activities aimed at achieving government policy outcomes. A grant program is a group of one or more grant opportunities under a single Portfolio Budget Statement Program.
Grantee	the individual/organisation which has been selected to receive a grant.
Modified Monash Model	the Modified Monash Model (MMM) is the department's classification system that categorises metropolitan, regional, rural and remote areas according to both geographical remoteness and town size.
National Redress Scheme	the National Redress Scheme for Institutional Child Sexual Abuse Grant Connected Policy makes non-government institutions named in applications to the Scheme, or in the Royal Commission into Institutional Responses to Child Sexual Abuse, that do not join the Scheme ineligible for future Australian Government grant funding. The National Redress Scheme Grant Connected Policy came into effect on 1 January 2021.
PBS Program	described within the entity's Portfolio Budget Statement , PBS programs each link to a single outcome and provide transparency for funding decisions. These high-level PBS programs often comprise a number of lower level, more publicly recognised programs, some of which will be grant programs. A PBS Program may have more than one grant program associated with it, and each of these may have one or more grant opportunities.
<i>Public Governance, Performance and Accountability Act 2013 (PGPA Act)</i>	the PGPA Act establishes a system of governance and accountability for public resources with an emphasis on planning, performance and reporting. It applies to all Commonwealth entities and Commonwealth companies.
relevant money	a. money standing to the credit of any bank account of the Commonwealth or a corporate Commonwealth entity; or b. money that is held by the Commonwealth of a corporate Commonwealth entity.

Term	Definition
selection process	the method used to select potential grantees. This process may involve comparative assessment of applications or the assessment of applications against the eligibility criteria and/or the assessment criteria.
start date	the expected start date for the grant activity.
value with money	value with money in this document refers to 'value with relevant money' which is a judgement based on the grant proposal representing an efficient, effective, economical and ethical use of public resources, and determined from a variety of considerations. When administering a grant opportunity, an official should consider the relevant financial and non-financial costs and benefits of each proposal including, but not limited to: • the quality of the project proposal and activities; • fitness for purpose of the proposal in contributing to government objectives; • that the absence of a grant is likely to prevent the grantee and government's outcomes being achieved; and • the potential grantee's relevant experience and performance history.



Australian Government

Commonwealth Standard Grant Agreement

between

the Commonwealth represented by
Department of Health and Aged Care

and

South West Aboriginal Medical Service Ltd.

Grant Agreement

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	South West Aboriginal Medical Service Ltd.
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	South West Aboriginal Medical Service Ltd.
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	98 241 772 591
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	Unit 1 30 Wellington St, BUNBURY WA 6230
Relevant business place (if different)	
Telephone	08 9791 1166
Fax	
Email	info@swams.com.au

The Commonwealth

The Commonwealth of Australia represented by Department of Health and Aged Care
23 Furzer Street PHILLIP ACT 2606
ABN 83 605 426 759

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

This Document Has Been Released Under
The Freedom Of Information Act 1982
By The Department Of Health, Disability And Ageing

Grant Details

Organisation ID:	2-KUS42
Agreement ID:	4-JJW8RPH
Program Schedule ID:	4-JJW8RPJ

A. Purpose of the Grant

The purpose of the Grant is to:

The purpose of this grant is to fund organisations to provide flexible, culturally safe aged care services to First Nations elders to remain close to their home and/or community. The National Aboriginal and Torres Strait Islander Flexible Aged Care (NATSIFAC) Program was established in 1994 as part of the Australian Government's strategy to improve the quality of, and access to, aged care services for First Nations elders. The NATSIFAC Program is a component of the Residential and Flexible Aged Care Program under department's Outcome 3.2 (Aged Care Services) which aims to support people in residential aged care, and people with different care needs, via flexible care arrangements, including through delivery of culturally safe aged care for First Nations elders close to home and country.

The objectives of the program are to:

deliver a range of services to meet the changing aged care needs of the community; provide aged care services to First Nations elders close to their home and community; improve access to aged care services for First Nations elders; improve the quality of culturally safe aged care services for First Nations elders.

The intended outcome of the program is to:

increase access to culturally safe aged service for First Nations elders mainly in remote and very remote areas of Australia.

Organisations funded under the program must ensure:

all staff are suitably qualified or are undertaking training appropriate to the service they deliver; all carers have the requisite qualifications to meet care recipients personal and therapeutic care needs according to individual care plans; equitable access to services for all care recipients; regulatory requirements including grant agreement reporting requirements, the Aged Care Quality Standards and the relevant state and territory legislation are met; the Activity is performed strictly in accordance with the NATSIFAC Program Manual.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Aged Care Services program.

Activity Title: National Aboriginal and Torres Strait Islander Flexible Aged Care Program

Activity ID: 4-JJW8RTF

B. Activity

The NATSIFAC Program funds organisations to provide flexible, culturally safe aged care to First Nations elders close to their home and/or community.

You must use the funds to:

deliver a mix of residential and/or home care services in accordance with the needs of the community within the funds provided for the Activity. The care provided must be based on the care recipient's assessed needs and include a range of services as detailed in the NATSIFAC Program Manual; deliver flexible, good quality, culturally appropriate care that is both acceptable to and accessible by the community; and employ Aboriginal and Torres Strait Islander people from the local community (where possible).

You must ensure:

the Activity is performed solely in accordance with the operational requirements outlined in the NATSIFAC Program Manual; care services are provided within the allocated funding budget for the Activity; workers (paid and voluntary) are suitably qualified or are undertaking training appropriate to the service they deliver; all staff members working with vulnerable people, volunteers and executive decision makers undergo and have current police checks in place; equitable access to services for all care recipients; participation by the local community in planning and providing aged care; care recipients remain engaged with their community (e.g. through attending traditional events); there is an Attendant Carer who has relevant qualifications to meet care recipients personal therapeutic care needs according to individual care plans; that information regarding the complaints handling policy and processes is provided to care recipients and potential care recipients; reportable assault requirements set out in this Schedule are met; all reporting and legislative requirements set out in the NATSIFAC Program Manual and this grant agreement are met; regulatory requirements including the Aged Care Quality Standards, Quality of Care Principles and the relevant state and territory legislation are met; if you earn any money from the conduct of this Activity (including care recipient fees, rent, board or service charges), you must deal with the money earned as if it were part of the Grant. This includes keeping accurate and complete financial records of the money earned.

Note: Funding is subject to indexation. We will advise you in writing each year of the indexation that will apply to the Funding.

Full name: South West Aboriginal Medical Service Ltd.

Location: Unit 1 30 Wellington St, Bunbury WA 6239

Funded places under this agreement:

Residential: 0

Home Care: 75

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Number of care recipients who: a) are of Aboriginal and/or Torres Strait Islander descent; b) identify as an Aboriginal and/or Torres Strait Islander; or c) are accepted by the community they live in or come from.	98% of care recipients are of (a), (b) and/or (c).
Number of care plans in place for each care recipient.	A care plan is in place for all care recipients with a review date within 6 months. Following the first 6 month review, care plans to be reviewed annually and/or as consumers' needs change
Number of staff that are engaged from the local community and identify as an Aboriginal and/or Torres Strait Islander.	At least 5% of staff engaged are from the local community and/or identify as Aboriginal and/or Torres Strait Islander.
Number of relevant persons with current police checks.	100% compliance.
Number of complaints received and resolved.	100% of complaints actioned within a 4 week period and at least 90% of complaints have been resolved.
Aged care services are delivered within grant funds and care recipient contributions.	100% of grant funding is expended in delivering the activity
Actively participate in and apply the Aged Care Quality Standards to all aged care services delivered in either residential care, home care or respite settings	Service providers are required to meet all of the Aged Care Quality Standards and Quality of Care Principles and have procedures in place to meet these.
Deliver services in accordance with the NATSIFAC Program Manual, including meeting all reporting and legislative requirements	a) 100% of reporting is completed and submitted on time b) 100% of legislative requirements are met and implemented

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Direct Funded	South West Aboriginal Medical Service Ltd.	Unit 1 30 Wellington St BUNBURY WA 6230

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	Statistical Area Level 3 (2016)	Bunbury

C. Duration of the Grant

The Activity starts on 1 April 2024 and ends on 30 June 2025, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2025 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is \$1,973,172.57 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2023-2024	s47G(1)(a)
2024-2025	

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

s47G(1)(a)

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Payment 1	s47G(1)(a)			
Payment 1				
Payment 2				
Payment 3				
Payment 4				
Total Amount		\$1,973,172.57	\$0.00	\$1,973,172.57

Invoicing

The Grantee will receive a Remittance Advice as confirmation of any funding paid under the Grant Agreement.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
s47G(1)(a)		

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The Freedom Of Information Act 1982
By The Department Of Health, Disability And Ageing

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s47F	
Position		
Business hours telephone		
E-mail		

Commonwealth representative and email address

Business hours telephone	not applicable	
E-mail	s47E(d)	@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

The Grant is being provided as part of the Aged Care Services program.

Activity Title: National Aboriginal and Torres Strait Islander Flexible Aged Care Program

Activity ID: 4-JJW8RXM

B. Activity

Stream 2 - Transition Support Funding

To ensure the new service provider is supported during its transition period;

and

To support the establishment of organisational processes, staff training, and address the need for the purchase of essential equipment, and maintenance and/or upgrades to infrastructure.

Note: Funding is subject to indexation. We will advise you in writing each year of the indexation that will apply to the Funding.

Full name and address:

Funded places under this agreement:

Residential: 0

Home Care: 75

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Number of care recipients who: a) are of Aboriginal and/or Torres Strait Islander descent; b) identify as an Aboriginal and/or Torres Strait Islander; or c) are accepted by the community they live in or come from.	98% of care recipients are of (a), (b) and/or (c).
Number of care plans in place for each care recipient.	A care plan is in place for all care recipients with a review date within 6 months. Following the first 6 month review, care plans to be reviewed annually and/or as consumers' needs change
Number of staff that are engaged from the local community and identify as an Aboriginal and/or Torres Strait Islander.	At least 5% of staff engaged are from the local community and/or identify as Aboriginal and/or Torres Strait Islander.
Number of relevant persons with current police checks.	100% compliance.
Number of complaints received and resolved.	100% of complaints actioned within a 4 week period and at least 90% of complaints have been resolved.
Aged care services are delivered within grant funds and care recipient contributions.	100% of grant funding is expended in delivering the activity

Actively participate in and apply the Aged Care Quality Standards to all aged care services delivered in either residential care, home care or respite settings	Service providers are required to meet all of the Aged Care Quality Standards and Quality of Care Principles and have procedures in place to meet these.
Deliver services in accordance with the NATSIFAC Program Manual, including meeting all reporting and legislative requirements	a) 100% of reporting is completed and submitted on time b) 100% of legislative requirements are met and implemented

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Direct Funded	South West Aboriginal Medical Service Ltd.	Unit 1 30 Wellington St BUNBURY WA 6230

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	Statistical Area Level 3 (2016)	Bunbury

C. Duration of the Grant

The Activity starts on 1 April 2024 and ends on 30 June 2024, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2025 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is \$500,000.00 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2023-2024	\$500,000.00

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

s47G(1)(a)

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Payment 1	1 April 2024	\$500,000.00	\$0.00	\$500,000.00
Total Amount		\$500,000.00	\$0.00	\$500,000.00

Invoicing

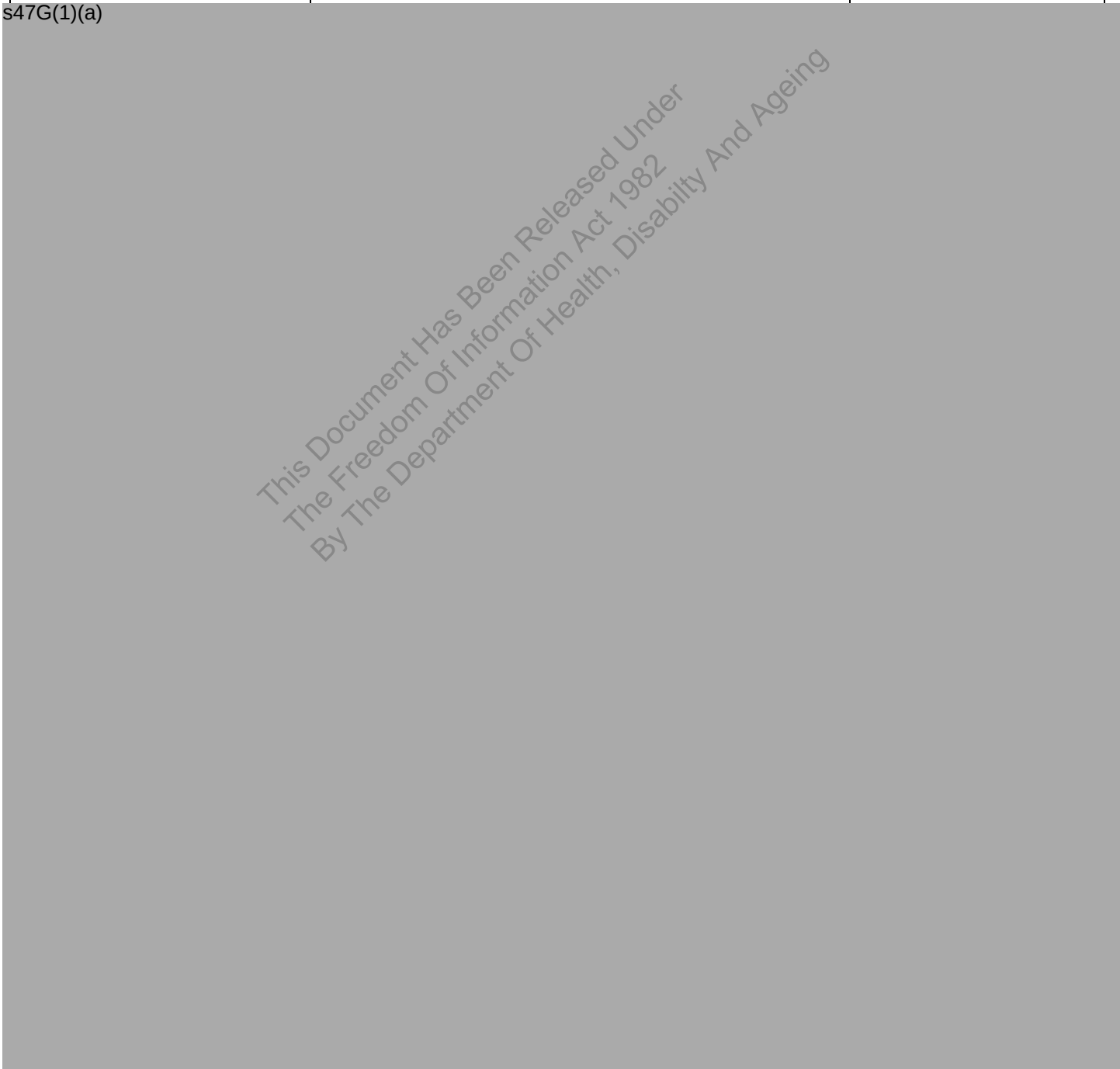
The Grantee will receive a Remittance Advice as confirmation of any funding paid under the Grant Agreement.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
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s47G(1)(a)



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F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative	s47F
---------------------------------	------

name	
Position	s47F
Business hours telephone	
E-mail	

Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	s47E(d) @communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

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Disclaimer and explanatory notes

Disclaimer

By executing this agreement you agree that you have read and accept this disclaimer, including the explanatory notes on how to duly execute this agreement. You warrant that your identity has been verified, you have legal capacity and authority to enter into this agreement, and you are signing in accordance with all legal instruments that apply to you and/or the legal entity which you represent.

Explanatory notes

- If you are an **individual**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **partnership**, the signatory must be all partners, or one partner with the authority to sign on behalf of all partners receiving the grant. You should be prepared to provide evidence of this authorisation upon request.
- If you are a **proprietary company incorporated under the Corporations Act 2001 (Cth)**, the signatory must be the sole director and company secretary, as required under section 127 of the *Corporations Act 2001 (Cth)*. If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary acting as a witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the Corporations Act 2001 (Cth)**, the signatories must be two directors, or one director and one company secretary, as required under section 127 of the *Corporations Act 2001 (Cth)*. If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary acting as a witness, or if your company has only one director – that director and a suitable witness, (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) (CATSI Act)**, the signatories must be two directors, one director and one company secretary, or if your company has only one director – that director, as required under section 99-5 of the CATSI Act. If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary, or if your company has only one director – that director. For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are an **individual trustee of a trust**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date). You must sign in your capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.
- If you are a **corporate trustee of a trust**, the signatory must be the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, as required under section 127 of the *Corporations Act 2001 (Cth)*. If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink. The company must sign in its capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).

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Organisation ID:	2-KUS42
Agreement ID:	4-JJW8RPH
Program Schedule ID:	4-JJW8RPJ

Signatures

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of Health and Aged Care, ABN 83 605 426 759 in the presence of:

s47E(c), s47F

s47E(c), s47F

(Name of Departmental Representative)

Assistant Director

(Position of Departmental Representative)

s47E(c), s47F

(Name of Witness in full)

(Signature of Departmental Representative)

26./04/.2024

s47E(c), s47F

(Signature of Witness)

26./04/.2024

Signed for and on behalf of South West Aboriginal Medical Service Ltd., ABN 98 241 772 591 in accordance with its rules, and who warrants they are authorised to sign this Agreement:

s47F

s47F

(Name and position held by Signatory)

(

24./4/.2024

s47F

s47F

(Name and position held by second Signatory/Name of Witness)

(Signature of second Signatory/Witness)

24./4/.2024



Performance Report

1800 951 822

[Agedcarequality.gov.au](https://agedcarequality.gov.au)

Name:	South-West Aboriginal Medical Service
Commission ID:	500320
Address:	3/30 Wellilngton Street, BUNBURY, Western Australia, 6230
Activity type:	Quality Audit
Activity date:	28 February 2024 to 29 February 2024
Performance report date:	9 April 2024

This performance report is **published** on the Aged Care Quality and Safety Commission's (the **Commission**) website under the Aged Care Quality and Safety Commission Rules 2018.

Service included in this assessment

Home Care Packages (**HCP**) included:

Provider: 10157 South West Aboriginal Medical Service Aboriginal Corporation

Service: 28316 SWAMS Home Care Packages

Commonwealth Home Support Programme (**CHSP**) included:

Provider: 9431 SOUTH-WEST ABORIGINAL MEDICAL SERVICE ABORIGINAL CORPORATION

Service: 27152 SOUTH-WEST ABORIGINAL MEDICAL SERVICE ABORIGINAL CORPORATION - Community and Home Support

This performance report

This performance report for South-West Aboriginal Medical Service (**the service**) has been prepared by P.Frangiosa, delegate of the Aged Care Quality and Safety Commissioner (Commissioner)¹.

This performance report details the Commissioner's assessment of the provider's performance, in relation to the service, against the Aged Care Quality Standards (Quality Standards). The Quality Standards and requirements are assessed as either compliant or non-compliant at the Standard and requirement level where applicable.

The report also specifies any areas in which improvements must be made to ensure the Quality Standards are complied with.

Material relied on

The following information has been considered in preparing the performance report:

- the assessment team's report for the Quality Audit report was informed by a site assessment, observations at the service, review of documents and interviews with staff, consumers and others.

The provider did not submit a response to the Quality Audit report.

¹ The preparation of the performance report is in accordance with section 57 of the Aged Care Quality and Safety Commission Rules 2018.

Assessment summary for Commonwealth Home Support Programme (CHSP)

Standard 1 Consumer dignity and choice	Compliant
Standard 2 Ongoing assessment and planning with consumers	Compliant
Standard 3 Personal care and clinical care	Not assessed
Standard 4 Services and supports for daily living	Compliant
Standard 5 Organisation's service environment	Not assessed
Standard 6 Feedback and complaints	Compliant
Standard 7 Human resources	Compliant
Standard 8 Organisational governance	Compliant

A detailed assessment is provided later in this report for each assessed Standard.

There are no specific areas identified in which improvements must be made to ensure compliance with the Quality Standards. The provider is required to actively pursue continuous improvement in order to remain compliant with the Quality Standards.

During the quality audit 28 February 2024 to 29 February 2024, the Assessment Team identified the organisation does not currently have any home care package (HCP) consumers.

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Standard 1

Consumer dignity and choice		CHSP
Requirement 1(3)(a)	Each consumer is treated with dignity and respect, with their identity, culture and diversity valued.	Compliant
Requirement 1(3)(b)	Care and services are culturally safe	Compliant
Requirement 1(3)(c)	Each consumer is supported to exercise choice and independence, including to: (i) make decisions about their own care and the way care and services are delivered; and (ii) make decisions about when family, friends, carers or others should be involved in their care; and (iii) communicate their decisions; and (iv) make connections with others and maintain relationships of choice, including intimate relationships.	Compliant
Requirement 1(3)(d)	Each consumer is supported to take risks to enable them to live the best life they can.	Compliant
Requirement 1(3)(e)	Information provided to each consumer is current, accurate and timely, and communicated in a way that is clear, easy to understand and enables them to exercise choice.	Compliant
Requirement 1(3)(f)	Each consumer's privacy is respected and personal information is kept confidential.	Compliant

Findings

Consumers and representatives stated consumers are treated with respect by staff. Staff described how they treat consumers with dignity and respect. Documentation showed detailed recognition of consumers' identity, culture and diversity, with each consumer's background, social, cultural, language recorded.

Consumers confirmed care and services are culturally safe. Staff confirmed they consider the consumer's cultural background when providing care and services and appreciate the consistency of staffing to assist in building rapport.

Consumers and representatives confirmed the service supports consumers to exercise choice and independence, with staff ensuring the consumer is provided opportunities to decide on services and care provided. Staff described how they support consumers to make day-to-day choices. Management discussed how the service has ongoing discussion with consumers to support consumer choice and independence. Documentation showed the service captures details about whom the consumers wish to be involved in decisions.

Consumers and representatives confirmed consumers feel confident to take risks around mobilising in the community. Staff confirmed they encourage consumers to undertake challenging tasks. Documentation showed the service has a dignity of risk procedure and waiver process for consumers undertaking higher risk activities.

Consumers and representatives confirmed consumers receive information about the care and services provided.

Consumers and representatives confirmed staff respect and protect the consumer's privacy. Staff described how they maintain consumer privacy and confidentiality by not sharing information with others who are not authorised to receive it. Management described the process for sharing personal and sensitive information only with those who require the information. Documentation confirmed the service uses a privacy consent process prior to sharing information with others.

Based on the information summarised above, I find the provider, in relation to the service, compliant with all Requirements in Standard 1, Consumer dignity and choice.

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Standard 2

Ongoing assessment and planning with consumers		CHSP
Requirement 2(3)(a)	Assessment and planning, including consideration of risks to the consumer's health and well-being, informs the delivery of safe and effective care and services.	Compliant
Requirement 2(3)(b)	Assessment and planning identifies and addresses the consumer's current needs, goals and preferences, including advance care planning and end of life planning if the consumer wishes.	Compliant
Requirement 2(3)(c)	The organisation demonstrates that assessment and planning: (i) is based on ongoing partnership with the consumer and others that the consumer wishes to involve in assessment, planning and review of the consumer's care and services; and (ii) includes other organisations, and individuals and providers of other care and services, that are involved in the care of the consumer.	Compliant
Requirement 2(3)(d)	The outcomes of assessment and planning are effectively communicated to the consumer and documented in a care and services plan that is readily available to the consumer, and where care and services are provided.	Compliant
Requirement 2(3)(e)	Care and services are reviewed regularly for effectiveness, and when circumstances change or when incidents impact on the needs, goals or preferences of the consumer.	Compliant

Findings

Consumers and representatives confirmed assessment and care planning occurs. Care planning documentation showed assessment and planning considers risks to consumer health and well-being. The service uses validated tools to assess risks to guide the delivery of safe and effective care and services. Risks assessed include falls, pain, wounds and cognition. Staff confirmed they have access to care planning documentation to guide them on the care and services provided.

Consumers and representatives confirmed assessment and planning outcomes are reflective of what is important to the consumer to meet their needs and goals. Staff demonstrated awareness of what is important to each consumer, including the consumer's needs and preferences for care. Staff and management described how assessment and planning identifies and addresses the consumer's current needs, goals and preferences, including advance care planning and end of life planning if the consumer wishes and where culturally appropriate. An advanced care planning guide is available for staff and consumers, developed by the Public Aboriginal Health Council of Western Australia. Management explained care planning documentation is updated regularly based on ongoing assessment and planning processes.

Documentation showed clear directives for staff to support the consumer based on the consumer's assessed needs and goals.

Consumers and representatives confirmed the service involves them, and others they wish involved, in the care planning and assessment process. Staff and management demonstrated how assessment and planning occurs in partnership with consumers, the service and other health care professionals where necessary. Documentation showed assessment and planning involves the consumer and others the consumer agrees to be involved, including other organisations, individuals and other providers.

Consumers and representatives confirmed they receive assessment and care planning information and documentation, and staff know what they are doing. Staff confirmed they have access to care planning documentation to guide the care and services they provide for consumers. Documentation showed staff at the social support groups have access to clear directives in care plans to support consumers with their interests, likes, dislikes and medical conditions and care plans have clear directives for staff.

Staff confirmed they receive access to updated care plans when services change with clear directives included. Management described how care is formally reviewed at regular intervals and when circumstances change or when incidents occur. Documentation showed regular reviews are conducted, including aged care ongoing needs identification (ONI) and a home visit risk assessment. Management advised they will ensure it is clearly documented new and updated care plans are provided to consumers.

Based on the information summarised above, I find the provider, in relation to the service, compliant with all Requirements in Standard 2, Ongoing assessment and planning with consumers.

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Standard 3

Personal care and clinical care		CHSP
Requirement 3(3)(a)	Each consumer gets safe and effective personal care, clinical care, or both personal care and clinical care, that: (i) is best practice; and (ii) is tailored to their needs; and (iii) optimises their health and well-being.	Not assessed
Requirement 3(3)(b)	Effective management of high impact or high prevalence risks associated with the care of each consumer.	Not assessed
Requirement 3(3)(c)	The needs, goals and preferences of consumers nearing the end of life are recognised and addressed, their comfort maximised and their dignity preserved.	Not assessed
Requirement 3(3)(d)	Deterioration or change of a consumer's mental health, cognitive or physical function, capacity or condition is recognised and responded to in a timely manner.	Not assessed
Requirement 3(3)(e)	Information about the consumer's condition, needs and preferences is documented and communicated within the organisation, and with others where responsibility for care is shared.	Not assessed
Requirement 3(3)(f)	Timely and appropriate referrals to individuals, other organisations and providers of other care and services.	Not assessed
Requirement 3(3)(g)	Minimisation of infection related risks through implementing: (i) standard and transmission based precautions to prevent and control infection; and (ii) practices to promote appropriate antibiotic prescribing and use to support optimal care and reduce the risk of increasing resistance to antibiotics.	Not assessed

Findings

Standard 3 was not assessed as the organisation does not provide personal care and clinical care for its consumers.

Standard 4

Services and supports for daily living		CHSP
Requirement 4(3)(a)	Each consumer gets safe and effective services and supports for daily living that meet the consumer's needs, goals and preferences and optimise their independence, health, well-being and quality of life.	Compliant
Requirement 4(3)(b)	Services and supports for daily living promote each consumer's emotional, spiritual and psychological well-being.	Compliant
Requirement 4(3)(c)	Services and supports for daily living assist each consumer to: (i) participate in their community within and outside the organisation's service environment; and (ii) have social and personal relationships; and (iii) do the things of interest to them.	Compliant
Requirement 4(3)(d)	Information about the consumer's condition, needs and preferences is communicated within the organisation, and with others where responsibility for care is shared.	Compliant
Requirement 4(3)(e)	Timely and appropriate referrals to individuals, other organisations and providers of other care and services.	Compliant
Requirement 4(3)(f)	Where meals are provided, they are varied and of suitable quality and quantity.	Not assessed
Requirement 4(3)(g)	Where equipment is provided, it is safe, suitable, clean and well maintained.	Not assessed

Findings

Consumers and representatives confirmed the services and supports for daily living the consumers receive support the consumers to optimise their independence and well-being. Staff described how individualised and effective services and supports for daily living meet each consumer's needs, goals and preferences. Documentation showed assessments and care plans identify services and supports for daily living which promote individual consumer's independence and enhanced quality of life.

Consumers and representatives expressed satisfaction with the supports for daily living received by consumers. Staff described how they recognise and support consumers' emotional, spiritual and psychological well-being and how services provided meet those needs. Management and staff demonstrated an understanding of supporting consumers in their emotional, spiritual and psychological well-being. Documentation showed evidence of support strategies to meet individual consumer's emotional, spiritual and psychological well-being.

Consumers and representatives confirmed consumers participate in activities of interest to them in their homes and in the community. Staff stated they access information about consumers to

guide them on how to support the consumer in their personal relationships. Management described processes used by the service to meet the social and personal needs of consumers. Documentation showed services and supports for daily living support consumers to participate in the community, do things of interest to them and have social and personal relationships.

Consumers and representatives confirmed the consumer's needs and preferences are communicated during the assessment process. Management advised consumer care plans are available to staff through a mobile application and to subcontracted services through a service request process. Documentation showed care plans include clear directives about the consumer's condition, needs and preferences.

Consumers and representatives confirmed the service supports consumers to access other services, including other lifestyle services where appropriate. Staff stated they will document concerns about consumers for management to review and make referrals where necessary. Management discussed processes used to refer consumers for additional care and higher-level packages. Documentation demonstrated the service refers consumers to organisations and providers for additional services and supports when necessary.

Consumers and representatives confirmed consumers have received equipment, which is safe, and suitable. Management described the assessment and ongoing processes to ensure equipment provided is suitable and safe for the consumer. Management stated equipment is checked at reassessment and will be serviced or replaced as necessary. Documentation showed equipment is selected for safety and suitability on the recommendations of allied health professionals.

Based on the information summarised above, I find the provider, in relation to the service, compliant with all Requirements in Standard 4, Services and supports for daily living.

Standard 5

Organisation's service environment		CHSP
Requirement 5(3)(a)	The service environment is welcoming and easy to understand, and optimises each consumer's sense of belonging, independence, interaction and function.	Not assessed
Requirement 5(3)(b)	The service environment: (i) is safe, clean, well maintained and comfortable; and (ii) enables consumers to move freely, both indoors and outdoors.	Not assessed
Requirement 5(3)(c)	Furniture, fittings and equipment are safe, clean, well maintained and suitable for the consumer.	Not assessed

Findings

Standard 5 was not assessed as the organisation does not provide a service environment for its consumers.

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Standard 6

Feedback and complaints		CHSP
Requirement 6(3)(a)	Consumers, their family, friends, carers and others are encouraged and supported to provide feedback and make complaints.	Compliant
Requirement 6(3)(b)	Consumers are made aware of and have access to advocates, language services and other methods for raising and resolving complaints.	Compliant
Requirement 6(3)(c)	Appropriate action is taken in response to complaints and an open disclosure process is used when things go wrong.	Compliant
Requirement 6(3)(d)	Feedback and complaints are reviewed and used to improve the quality of care and services.	Compliant

Findings

Consumers and representatives confirmed they are aware of how to provide feedback and raise complaints and feel safe to do so. Staff stated they seek feedback from consumers during service delivery and emphasise to consumers the importance of making feedback. Management stated the complaint procedure is explained to consumers. Documentation showed complaint mechanisms and procedures are included in consumer agreements and ongoing consumer information.

Consumers and representatives confirmed they are aware other methods for raising and resolving complaints, including knowing how to contact the Commission. Management described how the service supports consumers to access advocates and other services and methods for raising and resolving complaints. Documentation showed the service's complaints procedure and consumer manuals offer consumers diverse internal and external feedback, complaints and advocacy options.

Consumers and representatives confirmed the service resolved issues or informal complaints they had made. Staff described processes for escalating complaints from consumers. Management described how the service responds to complaints and how it uses open disclosure when issues are identified. Documentation showed the service uses an open disclosure approach to resolve issues, even though the service does not have an open disclosure procedure.

The service's complaints policy states complaints will be addressed promptly, treated confidentially, and used as an opportunity for improvement. The service's complaints register is used to trend complaints and improve service, with strategies implemented to avoid the same issues occurring again. Documentation showed complaints are actioned and finalised and, if necessary, improvements to services are implemented.

Based on the information summarised above, I find the provider, in relation to the service, compliant with all Requirements in Standard 6, Feedback and complaints.

Standard 7

Human resources		CHSP
Requirement 7(3)(a)	The workforce is planned to enable, and the number and mix of members of the workforce deployed enables, the delivery and management of safe and quality care and services.	Compliant
Requirement 7(3)(b)	Workforce interactions with consumers are kind, caring and respectful of each consumer's identity, culture and diversity.	Compliant
Requirement 7(3)(c)	The workforce is competent and the members of the workforce have the qualifications and knowledge to effectively perform their roles.	Compliant
Requirement 7(3)(d)	The workforce is recruited, trained, equipped and supported to deliver the outcomes required by these standards.	Compliant
Requirement 7(3)(e)	Regular assessment, monitoring and review of the performance of each member of the workforce is undertaken.	Compliant

Findings

Consumers and representatives confirmed consumers feel respected. Staff described how they relate to consumers respectfully.

Consumers stated staff are competent. Staff described the minimum qualifications required for their roles. Management described the service's processes for determining staff competency. Documentation showed evidence of minimum qualifications and knowledge required for each role.

Staff confirmed they receive induction training and ongoing mandatory training. Management explained the service uses an online training system for staff. Documentation showed the service maintains up-to-date training and competency records for staff. Management said the recruitment process identifies suitable staff who will meet the identity, cultural and diversity requirements of their consumers.

Support staff confirmed they undergo regular informal performance appraisal processes with management. Management confirmed support staff undergo regular informal performance appraisal processes with office staff undergoing formal annual appraisal processes. Management stated a review of performance appraisal processes will be undertaken. Documentation showed evidence of performance reviews being completed for office staff.

Based on the information summarised above, I find the provider, in relation to the service, compliant with all Requirements in Standard 7, Human resources.

Standard 8

Organisational governance		CHSP
Requirement 8(3)(a)	Consumers are engaged in the development, delivery and evaluation of care and services and are supported in that engagement.	Compliant
Requirement 8(3)(b)	The organisation's governing body promotes a culture of safe, inclusive and quality care and services and is accountable for their delivery.	Compliant
Requirement 8(3)(c)	Effective organisation wide governance systems relating to the following: (i) information management; (ii) continuous improvement; (iii) financial governance; (iv) workforce governance, including the assignment of clear responsibilities and accountabilities; (v) regulatory compliance; (vi) feedback and complaints.	Compliant
Requirement 8(3)(d)	Effective risk management systems and practices, including but not limited to the following: (i) managing high impact or high prevalence risks associated with the care of consumers; (ii) identifying and responding to abuse and neglect of consumers; (iii) supporting consumers to live the best life they can (iv) managing and preventing incidents, including the use of an incident management system.	Compliant
Requirement 8(3)(e)	Where clinical care is provided—a clinical governance framework, including but not limited to the following: (i) antimicrobial stewardship; (ii) minimising the use of restraint; (iii) open disclosure.	Not assessed

Findings

The service has established a consumer advisory body. Management stated they frequently contact consumers, for their feedback and input to encourage more consumer engagement. This information is subsequently included to the services continuous improvement plan and reported to the Board for their exposure.

Interviews with consumers, staff and management and documentation showed there are effective organisation wide governance systems in place to support information management, continuous improvement, financial governance, workforce governance, regulatory compliance and feedback and complaints.

The organisation has a risk management framework inclusive of a risk register and risk management procedure and matrix. This ensures effective management of high-impact and high-prevalence risks, effective identification and response to abuse and neglect, support for consumers to live their best life and management and prevention of incidents through an incident management system.

Management explained the governing body meets regularly and considers operational reports presented by management. Feedback, complaints, incidents and deterioration reporting are part of monitoring,

The organisation is currently developing a clinical governance framework, with a clinical nurse recruited to develop and implement clinical governance monitoring and reporting. The organisation has an infection control plan and outbreak plans and all staff have received infection control training and refresher training. Training on restrictive practices is to be implemented as part of the review of the clinical governance processes. Open disclosure is used when things go wrong.

Based on the information summarised above, I find the provider, in relation to the service, compliant with all Requirements in Standard 8, Organisational governance.

This Document Has Been Released Under
The Freedom Of Information Act 1982
By The Department Of Health, Disability And Ageing



Australian Government

Commonwealth Standard Grant Agreement

between

the Commonwealth represented by
Department of Health and Aged Care
and

South West Aboriginal Medical Service Ltd.

Grant Agreement

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	South West Aboriginal Medical Service Ltd.
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Company
Trading or business name	South West Aboriginal Medical Service Ltd.
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	98 241 772 591
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	Unit 3, 30 Wellington St, BUNBURY WA 6230
Relevant business place (if different)	
Telephone	08 9791 1166
Fax	
Email	info@swams.com.au

The Commonwealth

The Commonwealth of Australia represented by Department of Health and Aged Care
 23 Furzer Street PHILLIP ACT 2606
 ABN 83 605 426 759

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

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By The Department Of Health, Disability And Ageing

Grant Details

Organisation ID:	2-KUS42
Agreement ID:	4-K4H9I2L
Program Schedule ID:	4-K4H9I2N

A. Purpose of the Grant

The purpose of the Grant is to:

The purpose of the Indigenous Employment Initiative (IEI) grant opportunity is to create employment opportunities for Aboriginal and Torres Strait Islander people and provide culturally appropriate aged care to older Aboriginal and Torres Strait Islander people through a suitably skilled workforce.

The IEI Program contributes to the Australian Government's Closing the Gap targets and workforce target in the First Nations Health Workforce Strategic Plan by employing and training Aboriginal and Torres Strait Islander people in their regional and remote communities in entry level aged care positions.

The objectives of the grant opportunity are to:

Ensure that Aboriginal and Torres Strait Islander people are offered employment and training opportunities in their regional and remote communities in entry level aged care positions

Provide training programs to develop an Aboriginal and Torres Strait Islander workforce that will provide high quality services and meet community need

Provide culturally safe aged care to older Aboriginal and Torres Strait Islander people on country and/or close to home

Improve the quality and access to aged care services for Aboriginal and Torres Strait Islander people

Support a Aboriginal and Torres Strait Islander workforce across Australia

Provide consistent and stable funding and certainty for the organisations in receipt of grant funding

Contribute to the Australian Government's Closing the Gap targets by employing and training Aboriginal and Torres Strait Islander people in entry level aged care positions in their communities.

The intended outcomes of the grant opportunity are:

To ensure older Aboriginal and Torres Strait Islander people will receive culturally safe, and trauma informed aged care services delivered by First Nations people in each service location, and Aboriginal and Torres Strait Islander people receive training, support and offered employment in entry level aged care positions.

Funding for this grant opportunity is available across two streams.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Aged Care Services program

Activity Title: Indigenous Employment Initiative Program

Activity ID: 4-K4XKXZR

B. Activity

You must use the funds to:

Ensure older Aboriginal and Torres Strait Islander people will receive culturally safe, and trauma informed aged care services delivered by Aboriginal and Torres Strait Islander people in each service location, and Aboriginal and Torres Strait Islander people receive training, support and offered employment in entry level aged care positions.

You must ensure that your organisation:

- Delivers activities in accordance with the Aged Care Quality Standards, and the Quality of Care Principles
- Delivers good quality, culturally safe aged care that is both acceptable to and accessible by the community
- Secures and delivers culturally appropriate training for Aboriginal and Torres Strait Islander staff. Including, where a staff member has low-literacy and/or numeracy, or who require additional mentoring and support
- Associated training costs for the Aboriginal and Torres Strait Islander employees, including RTO Facilitators travel and accommodation.
- Provides training programs to develop a Aboriginal and Torres Strait Islander workforce that will provide high quality services and meet community need
- Ensures that Aboriginal and Torres Strait Islander people are offered employment and training opportunities in their regional and remote communities in entry level aged care positions, with wages paid at the higher of the relevant award rate; or the rate being paid to other equivalent employees in your organisation.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Aboriginal and Torres Strait Islander staff employed unless prior approval has been received by the department.	100% of salary unit allocation utilised and staff employed under the IEI Program are from the local community and/or identify as Aboriginal and/or Torres Strait Islander.
Organisations secure culturally appropriate training for staff. Including, where a staff member has low-literacy and/or numeracy, or who require additional mentoring and support.	100% of training secured is culturally appropriate and additional mentoring and support is provided to staff when required.
Aboriginal and Torres Strait Islander staff are receiving appropriate training at least at Certificate 1 or Diploma level during their employment through the IEI program.	100% of staff have received appropriate training.
Actively participate in and apply the Aged Care Quality Standards and Quality of Care Principles to all aged care services delivered in either residential care, home care or respite settings.	Service providers are required to meet all of the Aged Care Quality Standards and Quality of Care Principles and have procedures in place to meet these.

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Direct Funded	South West Aboriginal Medical Service Ltd.	Unit 3 30 Wellington St BUNBURY WA 6230

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	Statistical Area Level 4 (2016)	Mandurah

C. Duration of the Grant

The Activity starts on 1 October 2024 and ends on 30 June 2026, which is the **Activity Completion Date**.

The Agreement ends on 30 September 2026 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is \$499,379.52 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2024-2025	\$249,689.76
2025-2026	\$249,689.76

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

s47G(1)(a)

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
s47G(1)(a)				
Total Amount		\$499,379.52	\$0.00	\$499,379.52

Invoicing

The Grantee will receive a Remittance Advice as confirmation of any funding paid under the Grant Agreement.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
s47G(1)(a)		
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By The Department Of Health, Disability And Ageing

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s47F
Position	Chief Executive Officer
Business hours telephone	08 9797 8111
E-mail	s47F

Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	s47E(d) @communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

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Disclaimer and explanatory notes

Disclaimer

By executing this agreement you agree that you have read and accept this disclaimer, including the explanatory notes on how to duly execute this agreement. You warrant that your identity has been verified, you have legal capacity and authority to enter into this agreement, and you are signing in accordance with all legal instruments that apply to you and/or the legal entity which you represent.

Explanatory notes

- If you are an **individual**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **partnership**, the signatory must be all partners, or one partner with the authority to sign on behalf of all partners receiving the grant. You should be prepared to provide evidence of this authorisation upon request.
- If you are a **proprietary company incorporated under the Corporations Act 2001 (Cth)**, the signatory must be the sole director and company secretary, as required under section 127 of the *Corporations Act 2001 (Cth)*. If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary acting as a witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the Corporations Act 2001 (Cth)**, the signatories must be two directors, or one director and one company secretary, as required under section 127 of the *Corporations Act 2001 (Cth)*. If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary acting as a witness, or if your company has only one director – that director and a suitable witness, (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)** (CATSI Act), the signatories must be two directors, one director and one company secretary, or if your company has only one director – that director, as required under section 99-5 of the CATSI Act. If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary, or if your company has only one director – that director. For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are an **individual trustee of a trust**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date). You must sign in your capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.
- If you are a **corporate trustee of a trust**, the signatory must be the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, as required under section 127 of the *Corporations Act 2001 (Cth)*. If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink. The company must sign in its capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).

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By The Department Of Health, Disability And Ageing

Organisation ID:	2-KUS42
Agreement ID:	4-K4H9I2L
Program Schedule ID:	4-K4H9I2N

Signatures

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia represented by and acting through Department of Health and Aged Care, ABN 83 605 426 759 by an authorised representative in the presence of:

s47E(c), s47F (Name of authorised representative - print) Assistant Director - Community Grants Hub (Position of authorised representative) s47E(c), s47F (Name of witness in full - print)	s47F (Signature of authorised representative) s47F (Signature of witness) Date 03/12/2024
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Signed for and on behalf of South West Aboriginal Medical Service Ltd., ABN 98 241 772 591 in accordance with its rules, by its representative(s) who warrant(s) that they are authorised to sign this Agreement:

s47F (Name of the representative - print) s47F (Position held by the representative - print) s47F (Name of the second representative/witness - print) s47F (Position held by second representative/witness - print)	s47F tive) Date 02/12/2024 s47F (Signature of second representative/witness) Date 02/12/2024
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