



Australian Government
Department of Social Services



Ms Joanne Watters
Tweed Shire Council
PO Box 816
MURWILLUMBAH NSW 2484

Deed of Variation for Commonwealth HACC Program services

Dear Ms Watters

On behalf of the Commonwealth, as represented by the Department of Social Services (the department), I am pleased to offer the enclosed Deed of Variation to the existing funding agreement that your Organisation has with the department for the Commonwealth HACC Program.

The funding agreement governs the department's provision of funding to your Organisation under the Commonwealth HACC Program. It can only be varied by the written agreement of the department and your Organisation.

The enclosed variation includes the following changes:

- extension of funding for service group 2 from 1 July 2014 to 30 June 2015;
- updated wording to Item L.

SUMMARY OF VARIATIONS

Extension of Commonwealth HACC Program funding for service group 2

Funding for service group 2 is being extended from 1 July 2014 to 30 June 2015 to align funding end dates for all services under the Commonwealth HACC Program and support a more seamless transition to the Commonwealth Home Support Program.

The enclosed Deed of Variation includes funding for an additional year for service group 2 that your Organisation is currently funded to deliver.

Change of Liaison Officer Contact details

Your Program Schedule has also been amended to include additional wording in brackets at Item L. This will allow future changes to the Liaison Officer contact details to be completed through a letter rather than a formal Deed of Variation.

Next steps

The Deed of Variation amends the funding agreement by replacing the current Program Schedule with the Schedule included in the Deed of Variation.

Two copies of the Deed of Variation are provided for your Organisation to sign. It is your responsibility to check these carefully and ensure that all the information is

correct and that your Organisation is able to fully comply with the funding agreements before signing.

If your Organisation wishes to accept the offer, please arrange for both copies of the enclosed Deed to be signed and dated, in accordance with your Organisation's constitution. All copies of the signed agreements should be returned to the department by **21 May 2014** at the below address.

Director, HACC
Aged and Community Care
NSW and ACT State Office
Department of Social Services
GPO Box 9848 Sydney NSW 2001

Please note that the funding agreement will not be binding on your Organisation or the Commonwealth and no legal obligations shall arise until the department has signed both copies of the Deed. Once signed by the department, an original, signed copy will be returned to your Organisation for your records.

Assistance

If you have any queries on this matter, please contact the HACC Section at the NSW and ACT State Office, on Phone: (02) 9263 3920 or email: NSWACT.HACC@health.gov.au

Yours sincerely



Roserina Murace
Director, HACC
Aged and Community Care
NSW and ACT State Office
Department of Social Services

6 May 2014

Enclosed

- Two (2) copies of the Deed of Variation

PROGRAM SCHEDULE FOR AGED CARE FUNDING



Australian Government Department of Social Services

DEED OF VARIATION No 1

Between

The Commonwealth of Australia as represented by the Department of Social Services ('the Commonwealth')
ABN: 36 342 015 855

and

Tweed Shire Council, having its registered office at **Tumbulgum Road Murwillumbah NSW 2484**, ABN **90 178 732 496** ('Your Organisation').

RECITALS:

- A. The Commonwealth and Your Organisation entered into a funding agreement for the delivery of the Activities specified in the Program Schedule **HO2-12-00321-01-01**.
- B. The Commonwealth and Your Organisation wish to vary the funding agreement.
- C. Clause 43.1 of the funding agreement states that no variation is binding unless it is agreed in writing between the Parties.

OPERATIVE PART:

1. In this Deed:
 - 1.1. 'Principal Agreement' means the funding agreement entered into by the Commonwealth and Your Organisation consisting of the Program Schedule with Schedule ID **HO2-12-00321-01-01** and the Terms and Conditions for aged care funding June 2012 and any annexures and attachments to either of those documents.
 - 1.2. 'Deed' means this Deed of Variation and any other documents expressly identified as forming a part of this Deed.
 - 1.3. Terms that are capitalised and not otherwise defined have the same meaning as in the Principal Agreement.
2. The Parties vary the Principal Agreement as follows:
 - 2.1. Delete the Program Schedule to the Principal Agreement and replace it with the Program Schedule attached to this Deed.
3. This Deed takes effect on and from the date it is signed by the last Party to do so.
4. The Principal Agreement, as amended by this Deed, constitutes the entire agreement between the Parties.

Capitalised terms in italics used in this Agreement which are not defined in this Agreement have the same meaning as in the Program Manual.

PROGRAM SCHEDULE FOR AGED CARE FUNDING

Schedule ID: HO2-12-00321-01-02

SCHEDULE: Commonwealth HACC Program - Service Delivery Activities

A contract is formed between:

the **Commonwealth of Australia** as represented by the Department of Social Services ABN 36 342 015 855

and

Tweed Shire Council ABN 90 178 732 496

for the delivery of the Activities specified in this Program Schedule. A contract so formed consists of the Terms and Conditions for aged care funding March 2012 and this Program Schedule (and any attachments or annexures to either of those documents).

AGREEMENT DETAILS

Item number	Description	Clause Reference	Details
1.	Agreement Commencement Date	3	1 July 2012 The parties acknowledge and agree that the Organisation commenced performing the Activity from the Agreement Commencement Date. The parties further agree that the terms and conditions of this Agreement will apply to the performance of the Activity from the Agreement Commencement Date
2.	Agreement Completion Date	3, 54	30 November 2015
3.	The Commonwealth's details	N/A	COMMONWEALTH OF AUSTRALIA as represented by the Department of Social Services ABN 36 342 015 855 (the 'Commonwealth')
4.	Your Organisation's details	N/A	Tweed Shire Council ABN 90 178 732 496 of Tumbulgum Road Murwillumbah NSW 2484 ('Your Organisation' or 'Your' or 'You')
5.	Is Your Organisation entering into this Agreement as trustee of a trust?	5.1(d), 51	No Details of Trust Not applicable.

Capitalised terms in italics used in this Agreement which are not defined in this Agreement have the same meaning as in the Program Manual.

PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item A	PROGRAM INFORMATION	
A.1	Program Name	Commonwealth HACC Program - Service Delivery Activities
A.2	<p>Program Objectives</p> <p>The objectives of the Commonwealth HACC Program are to:</p> <ul style="list-style-type: none"> - provide a comprehensive, coordinated and integrated range of Basic Maintenance, Support and Care Services which support the Target Population; - support the Target Population to be more independent at home and in the community, thereby enhancing their quality of life and/or preventing or delaying their premature or inappropriate admission to long term residential care; and - provide flexible, timely services that respond to the needs of the Target Population. <p>Your Organisation's obligations under this Program Schedule</p> <p>In performing this Agreement and in delivering the Activities, Your Organisation is required to:</p> <ul style="list-style-type: none"> - comply with the Program Manual; - meet all Your Organisation's obligations set out in this Agreement (which includes the Program Manual); - deliver each Activity specified in this Program Schedule and deliver all the goods and services specified in this Program Schedule as part of the Activity; - comply with the <i>Home Care Standards</i>; - act in a way that is consistent with the <i>Charter of Rights and Responsibilities for Community Care</i>; - collect and record data for the <i>Home and Community Care Minimum Data Set</i> for all the Activities under this Program Schedule, in accordance with the <i>Home and Community Care Program National Minimum Data Set User Guide v2.0</i>; and - provide information on Your Organisation's capacity to deliver Basic Maintenance, Support and Care Services to any functioning, Region-based, service capacity database. <p>Additional definitions</p> <p>In this Program Schedule:</p> <p>'Activity Work Plan' means a document that specifies, in relation to an Activity:</p> <ul style="list-style-type: none"> (a) how Your Organisation will perform the Activity, including the goods and services that Your Organisation will deliver during the Activity Period and the timeframes for delivery of those goods and services; (b) how Your Organisation will satisfy the requirements for the Activity specified in this Agreement; (c) Performance Indicators that will be used to monitor the delivery of the Activity by Your Organisation; and (d) the objectives, strategies, measureable outcomes, milestones and timeframes against which Your Organisation must report. <p>'Aged Care Provider Portal' means the online portal for electronic communication between the Commonwealth and Your Organisation, located at</p>	

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item A	PROGRAM INFORMATION
	<p><u>www.ebiz.agedcare.gov.au</u>;</p> <p>'Basic Maintenance, Support and Care Services' means those goods and services which are included in the Service Types;</p> <p>'Joint HACC Program' means the joint Australian Government and state and territory government initiative under the <i>Home and Community Care Act 1985</i> that was in existence prior to 1 July 2012;</p> <p>'Older People' means people aged 65 years and over and Aboriginal and Torres Strait Islander people aged 50 and over;</p> <p>'Program Manual' means the Commonwealth HACC Program Manual, which can be found on the Aged Care Provider Portal as amended by the Commonwealth from time to time;</p> <p>'Replaceable Asset' has the meaning given in Item H (Assets);</p> <p>'Service Group' has the meaning given in the Program Manual;</p> <p>'Service Type' has the meaning given in the Program Manual. The Service Types are grouped into Service Groups;</p> <p>'Target Population' for the Commonwealth HACC Program is:</p> <ul style="list-style-type: none"> - frail Older People with functional limitations as a result of moderate, severe and profound disabilities; and - the unpaid carers of these frail Older People; <p>'Transition Asset' has the meaning given in Item H (Assets); and</p> <p>'Younger People' means people aged under 65 years and Aboriginal and Torres Strait Islander people aged under 50 years.</p>

Item B	YOUR ORGANISATION'S ACTIVITY INFORMATION	
B.1	Name of Your Organisation	Tweed Shire Council
B.2	ABN	90 178 732 496
B.3	<p>Activity Name: Tweed Shire Council Commonwealth HACC service delivery in the Far North Coast Region, (which in this item is referred to as the 'Region'), NSW</p> <p>Activity Objective: Deliver Basic Maintenance, Support and Care Services to people within the Target Population in the Region.</p> <p>Activity Start Date: 01 July 2012</p> <p>Activity End Date: 30 June 2015</p>	

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item B	YOUR ORGANISATION'S ACTIVITY INFORMATION															
	<p>Activity Details</p> <p>Your Organisation is required to deliver the Service Types listed in this item to people within the Target Population in this Region. The Service Types listed in this item are the funded Service Types. The Service Groups listed in this item are the funded Service Groups which apply to those Service Types.</p> <p>Your Organisation must not use all or part of the Funding for this Activity to deliver goods or services to any other Region.</p> <p>The geographical boundaries of the Region are defined in the Program Manual.</p> <p>Performance Indicators:</p> <p>The following are the Performance Indicators for this Activity, which are referred to in clause 5.1(f) of the Agreement:</p> <table border="1"> <thead> <tr> <th></th> <th style="text-align: center;">Performance Indicator Description</th> <th style="text-align: center;">Target</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Deliver a total of at least 95% of the outputs across all Service Types for each funded Service Group in each financial year.</td> <td style="text-align: center;">95%</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Deliver at least 70% of the total outputs for each funded Service Type in each financial year.</td> <td style="text-align: center;">70%</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Provide reports under the Agreement and this Program Schedule.</td> <td style="text-align: center;">100% of reports as required by, and in accordance with, the Agreement and this Program Schedule</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Comply with the <i>Home Care Standards</i> and engage in quality review and reporting processes set out in Item E.5.</td> <td style="text-align: center;">Achieve an Outcome 1</td> </tr> </tbody> </table> <p>Unless the Commonwealth notifies Your Organisation otherwise in writing, Your Organisation is able to flexibly deliver the Service Types in accordance with the flexibility arrangements set out in the Program Manual, subject to Your Organisation meeting the minimum Performance Indicators for the funded Service Types and funded Service Groups set out above.</p> <p>Your Organisation's performance against the Performance Indicators will be reviewed by the Commonwealth and the Commonwealth may raise any performance issues with Your Organisation as part of any performance management process set out in the Program Manual.</p> <p>Special conditions:</p> <p>The Following special conditions apply to this Activity:</p> <ul style="list-style-type: none"> - None specified. <p>Location Information:</p>		Performance Indicator Description	Target	1.	Deliver a total of at least 95% of the outputs across all Service Types for each funded Service Group in each financial year.	95%	2.	Deliver at least 70% of the total outputs for each funded Service Type in each financial year.	70%	3.	Provide reports under the Agreement and this Program Schedule.	100% of reports as required by, and in accordance with, the Agreement and this Program Schedule	4.	Comply with the <i>Home Care Standards</i> and engage in quality review and reporting processes set out in Item E.5.	Achieve an Outcome 1
	Performance Indicator Description	Target														
1.	Deliver a total of at least 95% of the outputs across all Service Types for each funded Service Group in each financial year.	95%														
2.	Deliver at least 70% of the total outputs for each funded Service Type in each financial year.	70%														
3.	Provide reports under the Agreement and this Program Schedule.	100% of reports as required by, and in accordance with, the Agreement and this Program Schedule														
4.	Comply with the <i>Home Care Standards</i> and engage in quality review and reporting processes set out in Item E.5.	Achieve an Outcome 1														

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item B	YOUR ORGANISATION'S ACTIVITY INFORMATION		
	Basic Maintenance, Support and Care Services to be delivered in the Far North Coast Region, NSW – Year 2012-2013 1 July 2012 - 30 June 2013		
	Service Type	Output	Funding (GST excl.)
	Service Group 1 - Domestic assistance (Hours)	277	\$ 10,389.00
	Service Group 1 - Personal care (Hours)	450	\$ 18,700.00
	Service Group 1 - Respite care (Hours)	387	\$ 17,314.00
	Service Group 1 - Social support (Hours)	1,067	\$ 20,777.00
	Service Group 2 - Case management (Hours)	5,951	\$ 339,298.00
	Service Group 3 - Allied health (Hours)	258	\$ 17,802.00
	Service Group 5 - Goods and equipment (Items)	22,760	\$ 23,238.00
	Service Group 5 - Home modification (\$)	12,466	\$ 12,466.00
	Service Group 6 - Meals (Meals)	525	\$ 3,461.00
	Service Group 7 - Transport (Trips)	511	\$ 6,924.00
	Basic Maintenance, Support and Care Services to be delivered in the Far North Coast Region, NSW – Year 2013-2014 1 July 2013 - 30 June 2014		
	Service Type	Output	Funding (GST excl.)
	Service Group 1 - Domestic assistance (Hours)	277	\$ 10,566.00
	Service Group 1 - Personal care (Hours)	450	\$ 19,018.00
	Service Group 1 - Respite care (Hours)	387	\$ 17,608.00
	Service Group 1 - Social support (Hours)	1,067	\$ 21,130.00
	Service Group 2 - Case management (Hours)	5,951	\$ 345,066.00
	Service Group 3 - Allied health (Hours)	258	\$ 18,105.00
	Service Group 5 - Goods and equipment (Items)	22,760	\$ 23,633.00
	Service Group 5 - Home modification (\$)	12,678	\$ 12,678.00
	Service Group 6 - Meals (Meals)	525	\$ 3,520.00
	Service Group 7 - Transport (Trips)	511	\$ 7,042.00

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item B	YOUR ORGANISATION'S ACTIVITY INFORMATION		
	Basic Maintenance, Support and Care Services to be delivered in the Far North Coast Region, NSW – Year 2014-2015 1 July 2014 - 30 June 2015		
	Service Type	Output	Funding (GST excl.)
	Service Group 1 - Domestic assistance (Hours)	277	\$ 10,566.00
	Service Group 1 - Personal care (Hours)	450	\$ 19,018.00
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	Service Group 6 - Meals (Meals)	525	\$ 3,520.00
	Service Group 7 - Transport (Trips)	511	\$ 7,042.00

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item C	FUNDING AND PAYMENT			
C.1	Refer to clauses 11 and 12 of the Agreement.			
	Activity Name: Tweed Shire Council Commonwealth HACC service delivery in the Far North Coast Region, NSW			
	Financial Year	Amount payable	GST component (if applicable – refer to clause 16 of the Agreement)	Total
	2012-2013	\$ 470,369.00	\$ 47,036.90	\$ 517,405.90
	2013-2014	\$ 478,366.00	\$ 47,836.60	\$ 526,202.60
	2014-2015	\$ 478,366.00	\$ 47,836.60	\$ 526,202.60
	TOTAL	\$ 1,427,101.00	\$ 142,710.10	\$ 1,569,811.10
Note: for the avoidance of doubt, the Funding at Item C.1 includes, and is not in addition to, the Funding set out in Item B.				
C.2	Total Funding under this Program Schedule			
	The total maximum Funding Your Organisation may receive for all Activities under this Program Schedule is as follows:			
	Financial Year	Amount payable	GST component (if applicable – refer to clause 16 of the Agreement)	Total
	2012-2013	\$ 470,369.00	\$ 47,036.90	\$ 517,405.90
	2013-2014	\$ 478,366.00	\$ 47,836.60	\$ 526,202.60
	2014-2015	\$ 478,366.00	\$ 47,836.60	\$ 526,202.60
	TOTAL	\$ 1,427,101.00	\$ 142,710.10	\$ 1,569,811.10
Note: for the avoidance of doubt, the Funding at Item C.2 includes, and is not in addition to, the Funding set out in Item B and Item C.1.				
C.3	Invoicing			
	Refer to clause 16 of the Agreement.			
	No additional requirements.			

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item C	FUNDING AND PAYMENT
C.4	<p>Additional terms and conditions for funding</p> <p>Indexation</p> <p>The amounts listed at Item B and Item C represent base Funding as at the 2012-2013 Financial Year.</p> <p>In addition to the Funding specified in Item B and Item C, the Commonwealth may, and at its discretion, pay Your Organisation an additional amount or amounts of Funding ('Indexation Amounts'). If the Commonwealth decides to make a payment of an Indexation Amount, it will notify Your Organisation in writing of the details of the payment. Any Indexation Amounts will form part of the Funding under this Program Schedule from the date of the payment.</p> <p>Requirement to Spend or Commit Funding in the applicable financial year</p> <p>All Funding is required to be Spent or Committed by Your Organisation in the financial year in which it is paid by the Commonwealth.</p> <p>Fees, service charges, etc</p> <p>If Your Organisation earns any money from the conduct of an Activity (including fees, rent, board or service charges):</p> <p>(a) as set out in clause 12.3 of the Agreement, Your Organisation is required to deal with the money earned as if it were part of the Funding. This includes keeping accurate and complete written records of the money earned and reporting to the Commonwealth on the money earned as part of the financial reports Your Organisation is required to submit under this Program Schedule regarding the Funding; and</p> <p>(b) Your Organisation is required to use the money earned to enhance and/or expand its delivery of Basic Maintenance, Support and Care Services in the conduct of an Activity. Your Organisation is required to provide to the Commonwealth such information as the Commonwealth requires to demonstrate how Your Organisation has met this requirement.</p>
C.5	<p>Other Contributions</p> <p>Refer to clause 11.9 of the Agreement.</p> <p style="padding-left: 40px;">For the purposes of clause 11.9 of the Agreement:</p> <p style="padding-left: 40px;">If Your Organisation receives an Other Contribution for this Activity or allocates an Other Contribution to this Activity, Your Organisation is required to notify the Commonwealth. This notification is required to occur in the next Financial Accountability Report Your Organisation submits following the receipt or allocation of the Other Contribution.</p>

Item D	BUDGET
D.1	<p>Refer to clause 12.1 of the Agreement.</p> <p style="padding-left: 40px;">An Approved Budget is not required unless requested by the Commonwealth in writing. If the Commonwealth requests an Approved Budget, it will notify Your Organisation of its requirements for an Approved Budget and Your Organisation is required, within the time period requested, to submit a draft budget for approval which complies, to the Commonwealth's satisfaction, with the Commonwealth's requirements.</p>

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item E	PLANS, RECORDS AND REPORTS
<p>Refer to clauses 9, 10 and 36.1 of the Agreement.</p> <p>Your Organisation is required to provide to the Commonwealth all the plans, reports and other documents so as to meet the requirements specified in this Agreement, including the Program Manual, to the Commonwealth's satisfaction. Unless specified otherwise in the Program Manual, all plans, reports and other documents must be submitted to the Commonwealth Liaison Officer set out in Item L.</p> <p>All plans, reports and other documents are required to be provided to the Commonwealth by the applicable due date set out in Item F.</p>	
<p>E.1</p>	<p>Progress Reports</p> <p>Refer to clause 10 of the Agreement.</p> <p>Progress Reports</p> <p>Your Organisation is required to provide to the Commonwealth <i>Progress Reports</i> on the Activity which includes information on Your Organisation's progress in delivering the Activity set out in Item B.</p> <p>The Commonwealth may notify Your Organisation of any additional requirements including templates for the <i>Progress Reports</i>.</p> <p>Home and Community Care Minimum Data Set ('MDS') Information Reporting</p> <p>Your Organisation is required to provide <i>Home and Community Care MDS Information Reporting</i> which meets the requirements set out in the Program Manual and the <i>Home and Community Care Program National Minimum Data Set User Guide v2.0</i>.</p> <p>Unless specified otherwise in the Program Manual, the <i>Home and Community Care MDS Information Reporting</i> must be submitted quarterly and must cover the previous quarter. The quarters are the three month periods ending 31 March, 30 June, 30 September and 31 December.</p> <p>Your Organisation is required to provide <i>Home and Community Care MDS Information Reporting</i> to the <i>National or State Data Repository</i> as notified to You by the Commonwealth.</p> <p>Upon the Commonwealth's request, Your Organisation is required to provide to the Commonwealth a copy of Your Organisation's <i>Home and Community Care MDS Information Reporting</i> at the times and in the form required by the Commonwealth.</p> <p>Output Variation Reports</p> <p>Your Organisation is required to provide to the Commonwealth <i>Output Variation Reports</i> which meet the requirements set out in the Program Manual.</p>
<p>E.2</p>	<p>Activity Work Plan</p> <p>Refer to clause 10 of the Agreement.</p> <p>Not applicable.</p>

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item E	PLANS, RECORDS AND REPORTS
E.3	<p>Annual Report</p> <p>Refer to clause 10 of the Agreement.</p> <p>Not applicable.</p>
E.4	<p>Financial Accountability Reports</p> <p>Refer to clause 10 of the Agreement.</p> <p>Your Organisation is required to provide to the Commonwealth Financial Accountability Reports which meet the requirements set out in the Program Manual.</p>
E.5	<p>Other Reports</p> <p>Final Report</p> <p>Refer to clause 10 of the Agreement.</p> <p>Your Organisation is required to provide to the Commonwealth a <i>Final Report</i> which meets the requirements set out in the Program Manual.</p> <p>Quality Review/Reporting</p> <p>Your Organisation is required to participate to the Commonwealth's satisfaction in all quality review or reporting processes so as to meet the requirements set out in the Program Manual.</p> <p>Activity Continuity Plans</p> <p>Refer to clause 36 of the Agreement.</p> <p><i>Activity Continuity Plans</i> are not required to be provided to the Commonwealth unless requested by the Commonwealth in writing. If the Commonwealth requests <i>Activity Continuity Plans</i>, it will notify Your Organisation of its requirements for the <i>Activity Continuity Plans</i> and Your Organisation is required, within the time period requested, to submit <i>Activity Continuity Plans</i> which comply, to the Commonwealth's satisfaction, with the Commonwealth's requirements, including those set out in the Program Manual.</p>

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item F		MILESTONES / PAYMENT SCHEDULE				
<p>The following table sets out the due dates for the milestones (including delivery of goods and services and submission of reports and plans) Your Organisation must meet under this Agreement. In accordance with this Agreement, Your Organisation may also be required to meet additional milestones (for example, Your Organisation may be required to submit additional plans and reports). The following table also sets out the due dates for the payment of instalments of Funding. Subject to the terms of this Agreement, the Commonwealth will pay the instalments of Funding to Your Organisation on the dates set out below or, if a date is not a Business Day, on the first Business Day after the due date. Where no date is specified, the Commonwealth will pay instalments of the Funding after the applicable milestones have been met by Your Organisation, to the Commonwealth's satisfaction.</p>						
Milestone type	Activity (if applicable)	Milestone requirements and details	Due Date	Payment Amount (GST excl.)	GST (if applicable – refer to clause 16 of the Agreement)	
F.1	Far North Coast Region, NSW	First Payment of Funding for 2012-2013 for the delivery of the Activity between 1 July 2012 and 30 September 2012	7 July 2012	\$ 115,173.75	\$ 11,517.38	
F.2	All Activities described in this Program Schedule	Submission of the completed Assets Register which meets the requirements of this Agreement	30 September 2012			
F.3	All Activities described in this Program Schedule	Submission of a complete register recording the names, ABNs, start and end dates, and tasks of all Primary Subcontractors and Secondary Subcontractors who were engaged to provide the same services under the Joint HACCC Program prior to 1 July 2012, which meets the requirements of this Agreement	30 September 2012			
F.4	Far North Coast Region, NSW	Second Payment of Funding for 2012-2013 for the delivery of the Activity between 1 October 2012 and 31 December 2012	7 October 2012	\$ 118,398.00	\$ 11,839.80	
F.5	All Activities described in this Program Schedule	Submission of First Quarterly Home and Community Care MDS Information Reporting for 2012-2013 which meets the requirements of this Agreement	31 October 2012 or any earlier date required by the National or State Data Repository			

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Milestone type	Activity (if applicable)	Milestone requirements and details	Due Date	Payment Amount (GST excl.)	GST (if applicable – refer to clause 16 of the Agreement)
F.6	Payment Far North Coast Region, NSW	Third Payment of Funding for 2012-2013 for the delivery of the Activity between 1 January 2013 and 31 March 2013	7 January 2013	\$ 118,398.00	\$ 11,839.80
F.7	Progress Report All Activities described in this Program Schedule	Submission of Second Quarterly Home and Community Care MDS Information Reporting for 2012-2013 which meets the requirements of this Agreement	31 January 2013 or any earlier date required by the National or State Data Repository		
F.8	Progress Report All Activities described in this Program Schedule	Unless specified otherwise in the Program Manual, submission of a Progressive Output Variation Report for the period 1 July 2012 to 31 December 2012 which meets the requirements of this Agreement	31 March 2013		
F.9	Financial Accountability Report All Activities described in this Program Schedule	Unless specified otherwise in the Program Manual, submission of a Progressive Financial Accountability Report for the period 1 July 2012 to 31 December 2012 which meets the requirements of this Agreement	31 March 2013		
F.10	Payment Far North Coast Region, NSW	Final Payment of Funding for 2012-2013 for the delivery of the Activity between 1 April 2013 and 30 June 2013	7 April 2013	\$ 118,399.25	\$ 11,839.93
F.11	Progress Report All Activities described in this Program Schedule	Submission of Third Quarterly Home and Community Care MDS Information Reporting for 2012-2013 which meets the requirements of this Agreement	30 April 2013 or any earlier date required by the National or State Data Repository		
F.12	Payment Far North Coast Region, NSW	First Payment of Funding for 2013-2014 for the delivery of the Activity between 1 July 2013 and 30 September 2013	7 July 2013	\$ 119,591.00	\$ 11,959.10
F.13	Progress Report All Activities described in this Program Schedule	Submission of Final Quarterly Home and Community Care MDS Information Reporting for 2012-2013 which meets the requirements of this Agreement	31 July 2013 or any earlier date required by the National or State Data Repository		

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Milestone type	Activity (if applicable)	Milestone requirements and details	Due Date	Payment Amount (GST excl.)	GST (if applicable – refer to clause 16 of the Agreement)
F.14	Progress Report All Activities described in this Program Schedule	Submission of an <i>Annual Output Variation Report</i> for the period 1 July 2012 to 30 June 2013 which meets the requirements of this Agreement	30 September 2013		
F.15	Financial Accountability Report All Activities described in this Program Schedule	Submission of an <i>Annual Financial Accountability Report</i> for the period 1 July 2012 to 30 June 2013 which meets the requirements of this Agreement	30 September 2013		
F.16	Payment Far North Coast Region, NSW	Second Payment of Funding for 2013-2014 for the delivery of the Activity between 1 October 2013 and 31 December 2013	7 October 2013	\$ 119,591.00	\$ 11,959.10
F.17	Progress Report All Activities described in this Program Schedule	Submission of First <i>Quarterly Home and Community Care MDS Information Reporting</i> for 2013-2014 which meets the requirements of this Agreement	31 October 2013 or any earlier date required by the <i>National or State Data Repository</i>		
F.18	Payment Far North Coast Region, NSW	Third Payment of Funding for 2013-2014 for the delivery of the Activity between 1 January 2014 and 31 March 2014	7 January 2014	\$ 119,591.00	\$ 11,959.10
F.19	Progress Report All Activities described in this Program Schedule	Submission of Second <i>Quarterly Home and Community Care MDS Information Reporting</i> for 2013-2014 which meets the requirements of this Agreement	31 January 2014 or any earlier date required by the <i>National or State Data Repository</i>		
F.20	Progress Report All Activities described in this Program Schedule	Unless specified otherwise in the Program Manual, submission of a <i>Progressive Output Variation Report</i> for the period 1 July 2013 to 31 December 2013 which meets the requirements of this Agreement	31 March 2014		
F.21	Financial Accountability Report All Activities described in this Program Schedule	Unless specified otherwise in the Program Manual, submission of a <i>Progressive Financial Accountability Report</i> for the period 1 July 2013 to 31 December 2013 which meets the requirements of this Agreement	31 March 2014		

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Milestone type	Activity (if applicable)	Milestone requirements and details	Due Date	Payment Amount (GST excl.)	GST (if applicable – refer to clause 16 of the Agreement)
F.22	Far North Coast Region, NSW	Final Payment of Funding for 2013-2014 for the delivery of the Activity between 1 April 2014 and 30 June 2014	7 April 2014	\$ 119,593.00	\$ 11,959.30
F.23	All Activities described in this Program Schedule	Submission of Third Quarterly Home and Community Care MDS Information Reporting for 2013-2014 which meets the requirements of this Agreement	30 April 2014 or any earlier date required by the National or State Data Repository		
F.24	Far North Coast Region, NSW	First Payment of Funding for 2014-2015 for the delivery of the Activity between 1 July 2014 and 30 September 2014	7 July 2014	\$ 119,591.00	\$ 11,959.10
F.25	All Activities described in this Program Schedule	Submission of Final Quarterly Home and Community Care MDS Information Reporting for 2013-2014 which meets the requirements of this Agreement	31 July 2014 or any earlier date required by the National or State Data Repository		
F.26	All Activities described in this Program Schedule	Submission of an Annual Output Variation Report for the period 1 July 2013 to 30 June 2014 which meets the requirements of this Agreement	30 September 2014		
F.27	All Activities described in this Program Schedule	Submission of an Annual Financial Accountability Report for the period 1 July 2013 to 30 June 2014 which meets the requirements of this Agreement	30 September 2014		
F.28	Far North Coast Region, NSW	Second Payment of Funding for 2014-2015 for the delivery of the Activity between 1 October 2014 and 31 December 2014	7 October 2014	\$ 119,591.00	\$ 11,959.10
F.29	All Activities described in this Program Schedule	Submission of First Quarterly Home and Community Care MDS Information Reporting for 2014-2015 which meets the requirements of this Agreement	31 October 2014 or any earlier date required by the National or State Data Repository		
F.30	Far North Coast Region, NSW	Third Payment of Funding for 2014-2015 for the delivery of the Activity between 1 January 2015 and 31 March 2015	7 January 2015	\$ 119,591.00	\$ 11,959.10

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Milestone type	Activity (if applicable)	Milestone requirements and details	Due Date	Payment Amount (GST excl.)	GST (if applicable – refer to clause 16 of the Agreement)
F.31	Progress Report All Activities described in this Program Schedule	Submission of <i>Second Quarterly Home and Community Care MDS Information Reporting</i> for 2014-2015 which meets the requirements of this Agreement	31 January 2015 or any earlier date required by the <i>National or State Data Repository</i>		
F.32	Progress Report All Activities described in this Program Schedule	Unless specified otherwise in the Program Manual, submission of a <i>Progressive Output Variation Report</i> for the period 1 July 2014 to 31 December 2014 which meets the requirements of this Agreement	31 March 2015		
F.33	Financial Accountability Report All Activities described in this Program Schedule	Unless specified otherwise in the Program Manual, submission of a <i>Progressive Financial Accountability Report</i> for the period 1 July 2014 to 31 December 2014 which meets the requirements of this Agreement	31 March 2015		
F.34	Payment Far North Coast Region, NSW	Final Payment of Funding for 2014-2015 for the delivery of the Activity between 1 April 2015 and 30 June 2015	7 April 2015	\$ 119,593.00	\$ 11,959.30
F.35	Progress Report All Activities described in this Program Schedule	Submission of <i>Third Quarterly Home and Community Care MDS Information Reporting</i> for 2014-2015 which meets the requirements of this Agreement	30 April 2015 or any earlier date required by the <i>National or State Data Repository</i>		
F.36	Progress Report All Activities described in this Program Schedule	Submission of <i>Final Quarterly Home and Community Care MDS Information Reporting</i> for 2014-2015 which meets the requirements of this Agreement	31 July 2015 or any earlier date required by the <i>National or State Data Repository</i>		
F.37	Progress Report All Activities described in this Program Schedule	Submission of an <i>Annual Output Variation Report</i> for the period 1 July 2014 to 30 June 2015 which meets the requirements of this Agreement	30 September 2015		
F.38	Financial Accountability Report All Activities described in this Program Schedule	Submission of an <i>Annual Financial Accountability Report</i> for the period 1 July 2014 to 30 June 2015 which meets the requirements of this Agreement	30 September 2015		

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Milestone type	Activity (if applicable)	Milestone requirements and details	Due Date	Payment Amount (GST excl.)	GST (if applicable – refer to clause 16 of the Agreement)
F.39 Other Report	All Activities described in this Program Schedule	Submission of a <i>Final Report</i> which meets the requirements of this Agreement	Within 30 Business Days of termination of all or part of this Agreement		

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item G	INSURANCE REQUIREMENTS
G.1	<p>Refer to clause 33 of the Agreement.</p> <p>Your Organisation is required to have and maintain the following insurance/s:</p> <p style="padding-left: 40px;">(a) Workers' compensation insurance.</p> <p style="padding-left: 80px;">Amount: As required by relevant State or Territory legislation.</p> <p style="padding-left: 80px;">Duration: As required by relevant State or Territory legislation.</p> <p style="padding-left: 40px;">(b) Public liability insurance.</p> <p style="padding-left: 80px;">Amount: Not less than ten million dollars (\$10,000,000) on a per claim basis.</p> <p style="padding-left: 80px;">Duration: If the policy is an occurrence policy, the policy is required to be maintained for the Agreement Period. If the policy is a claims made policy, the policy is required to be maintained from Agreement Commencement Date to seven years after the Agreement Completion Date.</p> <p style="padding-left: 40px;">(c) Professional indemnity insurance, if available on reasonable commercial terms for the Service Type/s or Activities to be delivered under this Agreement.</p> <p style="padding-left: 80px;">Amount: An amount which is consistent with the outcomes of a risk assessment. Your Organisation is required to perform a risk assessment for the purpose of identifying an appropriate amount of insurance.</p> <p style="padding-left: 80px;">Duration: If the policy is an occurrence policy, the policy is required to be maintained for the Agreement Period. If the policy is a claims made policy, the policy is required to be maintained from Agreement Commencement Date to seven years after the Agreement Completion Date.</p> <p style="padding-left: 40px;">(d) All other insurances which a prudent and professional organisation would hold if it were required to perform Your Organisation's obligations under the Agreement.</p> <p style="padding-left: 80px;">Amount: As applicable.</p> <p style="padding-left: 80px;">Duration: As applicable.</p>

Item H	ASSETS
H.1	<p>Refer to clauses 31 and 54 of the Agreement.</p> <p>Definitions</p> <p>In Item H of this Program Schedule and in the Program Manual:</p> <p style="padding-left: 40px;">Transition Assets are all assets:</p> <p style="padding-left: 80px;">(i) in the possession of Your Organisation or Your Personnel at the Agreement Commencement Date; AND</p> <p style="padding-left: 80px;">(ii) which were acquired with funds received by Your Organisation under the Joint HACC Program; AND</p> <p style="padding-left: 80px;">(iii) which are a single item of tangible or intangible property with a value at the time</p>

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item H	ASSETS
	<p style="text-align: center;">of acquisition of \$10,000 or more, inclusive of GST.</p> <p>Transition Assets are a class of assets included in the definition of 'Assets' at and from the Agreement Commencement Date.</p> <p>Replaceable Assets are all assets that are a single item of tangible or intangible property with a value at the time of acquisition of \$10,000 or more, inclusive of GST and are:</p> <ul style="list-style-type: none"> (i) <i>Motor Vehicles</i>; (ii) <i>Office Equipment</i>; and (iii) <i>Kitchen Equipment</i> (as described in the Program Manual). <p>Replaceable Assets are a class of assets included in the definition of 'Assets' at and from the Agreement Commencement Date.</p> <p>Assets that must be acquired under this Agreement</p> <p>The following assets are required to be acquired by Your Organisation during the Agreement Period using part of the Funding, and will also be 'Assets' from the date of acquisition:</p> <p style="padding-left: 40px;">Asset Description: None specified.</p> <p style="padding-left: 40px;">Asset Purchase Amount: None specified.</p> <p>The following assets are required to be leased by Your Organisation during the Agreement Period using part of the Funding and will also be 'Assets' from the date of the lease:</p> <p style="padding-left: 40px;">Asset Description: None specified.</p> <p style="padding-left: 40px;">Asset Lease Payment Amount: None specified.</p> <p style="padding-left: 40px;">Asset Lease Payment Interval: None specified.</p> <p style="padding-left: 40px;">Asset Lease Period (dates): None specified.</p>
H.2	<p>Assets Register</p> <p>Refer to clauses 31 and 54 of the Agreement.</p> <ul style="list-style-type: none"> (a) Your Organisation acknowledges that the Assets Register will be held on the Aged Care Provider Portal, unless the Commonwealth advises otherwise. (b) Your Organisation must populate the Assets Register with the data specified in the Program Manual and in the format specified by the Commonwealth in the Aged Care Provider Portal. (c) The Assets Register must be completed and submitted by Your Organisation to the Commonwealth as set out in Item F. (d) Between the Activity Start Date and the Activity End Date, the Assets Register must be maintained and kept up to date by Your Organisation. The Commonwealth will use the Assets Register for the monitoring of Your Organisation's compliance with Your obligations under this Agreement.
H.3	<p>Additional terms and conditions regarding Assets</p> <p>Refer to clauses 31 and 54 of the Agreement.</p> <p>(A) Special conditions regarding Assets</p> <p>Your Organisation is also required to comply with the following additional terms and conditions regarding Assets:</p>

Capitalised terms in italics used in this Agreement which are not defined in this Agreement have the same meaning as in the Program Manual.

PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item H	ASSETS
	<p>(a) the Commonwealth will not provide Funding or permit Funding to be allocated to acquire assets if Your Organisation has already received Funding for the same purpose under the Joint HACC Program or any other program; and</p> <p>(b) Your Organisation is required to comply with the additional terms and conditions regarding Assets which are set out in the Program Manual, if any.</p> <p>(B) Special conditions regarding Transition Assets</p> <p>These special conditions apply only to Transition Assets.</p> <p>(a) Your Organisation is required to use applicable Transition Assets when delivering an Activity.</p> <p>(b) Your Organisation is required to ensure that all Transition Assets are itemised in Your Organisation's Asset Register, as described in clause 31.4(h) of this Agreement.</p> <p>(C) Special conditions regarding Replaceable Assets</p> <p>These special conditions apply only to Replaceable Assets.</p> <p>Unless the Commonwealth notifies Your Organisation otherwise in writing:</p> <p>(a) In accordance with the Program Manual, Your Organisation may acquire Replaceable Assets without obtaining the Commonwealth's prior written consent, provided that such acquisition is necessary for the delivery of the applicable Activity. However, Your Organisation must not use Funding for the acquisition of Replaceable Assets, except as provided in paragraph (c) below or with the Commonwealth's prior written consent.</p> <p>(b) For the purposes of clause 31.5, Your Organisation may Dispose of Replaceable Assets, without the Commonwealth's prior written consent. Your Organisation must use the proceeds from the Disposal of any Replaceable Assets in accordance with clause 31.5 of this Agreement.</p> <p>(c) Your Organisation may only use Funding that has previously been put aside for the future replacement of an Asset in accordance with clause 31.9 where:</p> <ul style="list-style-type: none"> (i) the Asset is a Replaceable Asset; (ii) the Funding has been put aside in accordance with the Program Manual; and (iii) the amount of Funding referred to above is less than or equivalent to the amount of depreciation for that class of Replaceable Assets in the depreciation schedule within the Assets Register. <p>(d) The depreciation schedule for Replaceable Assets must reconcile:</p> <ul style="list-style-type: none"> (i) the amount of Funding put aside for the future replacement of Assets; and (ii) the amount of moneys expended by Your Organisation in that financial year for the purchase of Replaceable Assets; <p style="padding-left: 40px;">in accordance with the Program Manual.</p> <p>(e) Except as provided above, Your Organisation is required to record and report on any transactions regarding Replaceable Assets in the same manner as for other Assets under this Agreement.</p>

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item I	SUBCONTRACTORS
I.1	<p>Refer to clause 22 of the Agreement.</p> <p>All subcontracts are required to facilitate Your Organisation's compliance with the <i>Home Care Standards</i>.</p> <p>Unless advised otherwise in writing, the Commonwealth consents to the subcontracting of all or part of an Activity to any Secondary Subcontractor who was engaged to provide the same services under the Joint HACC Program on behalf of Your Organisation prior to 1 July 2012, for the purposes of this Agreement only, subject to Your Organisation notifying the Commonwealth of the names and details of the Secondary Subcontractors in accordance with this Agreement and with Item F of this Program Schedule.</p>

Item J	SPECIFIED PERSONNEL
J.1	<p>Refer to clause 21 of the Agreement.</p> <p>The following are Specified Personnel for the purposes of this Agreement:</p> <p style="padding-left: 40px;">Specified Personnel name: None specified</p> <p style="padding-left: 40px;">Tasks/role: None specified</p> <p>The Commonwealth's consent to the Specified Personnel specified above is subject to the following additional terms and conditions:</p> <p style="padding-left: 40px;">None Specified.</p>

Item K	CONFIDENTIAL INFORMATION
K.1	<p>Refer to clause 27 of the Agreement.</p> <p>Commonwealth Confidential Information is:</p> <p style="padding-left: 40px;">None specified</p> <p>Your Organisation's Confidential Information is:</p> <p style="padding-left: 40px;">None specified</p>

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item L	NOTICES	
L.1	Refer to clause 50 of the Agreement.	
	The Commonwealth's contact details and address for notices (or as otherwise notified by the Commonwealth to Your Organisation)	
	Commonwealth Liaison Officer	Aged Care Assistant State Manager, NSW/ACT State Office
	Name or Position	
	Phone	1800 048 998
	Email	NSWACT.HACC@ health.gov.au
	Postal Address	GPO Box 9848 (MDP 114), SYDNEY, NSW 2001
	Facsimile	(02) 9263 3796
	Your Organisation's contact details and address for notices (or as otherwise notified by the Organisation to the Commonwealth)	
	Your Organisation's Liaison Officer	Ms Joanne Watters, Co-ordinator
	Name or Position	
	Phone	07 5569 3113
	Email	joannew@tweed.nsw.gov.au
Postal Address	PO Box 816, MURWILLUMBAH, NSW 2484	
Facsimile	07 5569 3111	

Item M	POLICE CHECKS	
M.1	Refer to clause 19 of the Agreement.	
	Your Organisation and Your Personnel are required to comply with the police checks requirements set out in the Program Manual and in the <i>Commonwealth HACC Program Police Certificate Guidelines</i> .	

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ANNEXURE A - Supplementary Conditions

Acknowledgement of Funding

Refer to clause 14 of the Agreement.

Your Organisation is required to acknowledge the financial and other support Your Organisation has received from the Commonwealth for each Activity in accordance with the requirements for acknowledgement of funding specified in clause 14 of this Agreement and in the Program Manual.

Guidelines

Refer to clause 54 of the Agreement.

In addition to, and without limiting, all the other Guidelines which apply to the Agreement or an Activity, Your Organisation is required to comply with the following Guidelines in delivering each Activity:

- (a) *The Home Care Standards and the Home Care Standards Guide.*
- (b) *The Commonwealth HACC Program Police Certificate Guidelines.*
- (c) *The Home and Community Care Program National Minimum Data Set User Guide v2.0.*
- (d) *The Commonwealth HACC Complaints Guidelines for Service Providers.*

Intellectual Property

Refer to clause 25 of the Agreement.

For the avoidance of doubt, the following comprises Commonwealth Material for the purposes of this Agreement:

- (a) the Program Manual as provided by the Commonwealth; and
- (b) all images or logos, including the HACC logos, as provided by the Commonwealth.

External Complaints Mechanism

Refer to clause 8 of the Agreement.

Your Organisation is required to comply with requirements of the Aged Care Complaints Scheme set out in the Program Manual and in the *Commonwealth HACC Complaints Guidelines for Service Providers*.

Qualifications

Refer to clause 20 of the Agreement.

The Program Manual may set out minimum qualifications which Your Personnel are required to have in order to deliver an Activity.

If minimum qualifications are specified in the Program Manual in relation to an Activity, unless the Commonwealth has agreed otherwise in writing, Your Organisation will ensure that all Your Personnel have, at a minimum, the qualifications required by the Program Manual to perform those tasks.

Laws and policies

Refer to clause 6 of the Agreement.

In addition to, and without limiting, all the other Laws and policies which apply, Your Organisation must comply with the following Laws and Policies in delivering:

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Additional records

Refer to clause 9 of the Agreement.

In addition to the records which Your Organisation is required to keep under clause 11 of this Agreement, Your Organisation must also keep the following records:

Capitalised terms in italics used in this Agreement which are not defined in this Agreement have the same meaning as in the Program Manual.

Signatories to this Agreement

Executed by the Parties

SIGNED, SEALED AND DELIVERED for and on behalf of the **Commonwealth of Australia** acting through the **Department of Social Services** ABN 36 342 015
855 on:

.....
Date

by:
.....
Signature

.....
Name of Signatory

in the presence of:

.....
Position of Signatory

.....
Signature of witness

.....
Name of witness in full

SIGNED, SEALED AND DELIVERED for and on behalf of **Tweed Shire Council** ABN 90 178 732 496

.....
Signature

.....
Name of Signatory in full

.....
Date

.....
Position of Signatory

The signatory warrants that he/she has authority to bind **Tweed Shire Council**.

in the presence of:

.....
Signature of witness

.....
Name of witness in full

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PROGRAM SCHEDULE FOR AGED CARE FUNDING



Australian Government Department of Social Services

DEED OF VARIATION No 1

Between

The Commonwealth of Australia as represented by the Department of Social Services ('the Commonwealth')
ABN: 36 342 015 855

and

Tweed Shire Council, having its registered office at **Tumbulgum Road Murwillumbah NSW 2484**, ABN **90 178 732 496** ('Your Organisation').

RECITALS:

- A. The Commonwealth and Your Organisation entered into a funding agreement for the delivery of the Activities specified in the Program Schedule **HO2-12-00321-01-01**.
- B. The Commonwealth and Your Organisation wish to vary the funding agreement.
- C. Clause 43.1 of the funding agreement states that no variation is binding unless it is agreed in writing between the Parties.

OPERATIVE PART:

1. In this Deed:
 - 1.1. 'Principal Agreement' means the funding agreement entered into by the Commonwealth and Your Organisation consisting of the Program Schedule with Schedule ID **HO2-12-00321-01-01** and the Terms and Conditions for aged care funding June 2012 and any annexures and attachments to either of those documents.
 - 1.2. 'Deed' means this Deed of Variation and any other documents expressly identified as forming a part of this Deed.
 - 1.3. Terms that are capitalised and not otherwise defined have the same meaning as in the Principal Agreement.
2. The Parties vary the Principal Agreement as follows:
 - 2.1. Delete the Program Schedule to the Principal Agreement and replace it with the Program Schedule attached to this Deed.
3. This Deed takes effect on and from the date it is signed by the last Party to do so.
4. The Principal Agreement, as amended by this Deed, constitutes the entire agreement between the Parties.

Capitalised terms in italics used in this Agreement which are not defined in this Agreement have the same meaning as in the Program Manual.

PROGRAM SCHEDULE FOR AGED CARE FUNDING

Schedule ID: HO2-12-00321-01-02

SCHEDULE: Commonwealth HACC Program - Service Delivery Activities

A contract is formed between:

the **Commonwealth of Australia** as represented by the Department of Social Services ABN 36 342 015 855

and

Tweed Shire Council ABN 90 178 732 496

for the delivery of the Activities specified in this Program Schedule. A contract so formed consists of the Terms and Conditions for aged care funding March 2012 and this Program Schedule (and any attachments or annexures to either of those documents).

AGREEMENT DETAILS

Item number	Description	Clause Reference	Details
1.	Agreement Commencement Date	3	1 July 2012 The parties acknowledge and agree that the Organisation commenced performing the Activity from the Agreement Commencement Date. The parties further agree that the terms and conditions of this Agreement will apply to the performance of the Activity from the Agreement Commencement Date
2.	Agreement Completion Date	3, 54	30 November 2015
3.	The Commonwealth's details	N/A	COMMONWEALTH OF AUSTRALIA as represented by the Department of Social Services ABN 36 342 015 855 (the ' Commonwealth ')
4.	Your Organisation's details	N/A	Tweed Shire Council ABN 90 178 732 496 of Tumbulgum Road Murwillumbah NSW 2484 ('Your Organisation' or ' Your ' or ' You ')
5.	Is Your Organisation entering into this Agreement as trustee of a trust?	5.1(d), 51	No Details of Trust Not applicable.

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item A	PROGRAM INFORMATION	
A.1	Program Name	Commonwealth HACC Program - Service Delivery Activities
A.2	<p>Program Objectives</p> <p>The objectives of the Commonwealth HACC Program are to:</p> <ul style="list-style-type: none"> - provide a comprehensive, coordinated and integrated range of Basic Maintenance, Support and Care Services which support the Target Population; - support the Target Population to be more independent at home and in the community, thereby enhancing their quality of life and/or preventing or delaying their premature or inappropriate admission to long term residential care; and - provide flexible, timely services that respond to the needs of the Target Population. <p>Your Organisation's obligations under this Program Schedule</p> <p>In performing this Agreement and in delivering the Activities, Your Organisation is required to:</p> <ul style="list-style-type: none"> - comply with the Program Manual; - meet all Your Organisation's obligations set out in this Agreement (which includes the Program Manual); - deliver each Activity specified in this Program Schedule and deliver all the goods and services specified in this Program Schedule as part of the Activity; - comply with the <i>Home Care Standards</i>; - act in a way that is consistent with the <i>Charter of Rights and Responsibilities for Community Care</i>; - collect and record data for the <i>Home and Community Care Minimum Data Set</i> for all the Activities under this Program Schedule, in accordance with the <i>Home and Community Care Program National Minimum Data Set User Guide v2.0</i>; and - provide information on Your Organisation's capacity to deliver Basic Maintenance, Support and Care Services to any functioning, Region-based, service capacity database. <p>Additional definitions</p> <p>In this Program Schedule:</p> <p>'Activity Work Plan' means a document that specifies, in relation to an Activity:</p> <ul style="list-style-type: none"> (a) how Your Organisation will perform the Activity, including the goods and services that Your Organisation will deliver during the Activity Period and the timeframes for delivery of those goods and services; (b) how Your Organisation will satisfy the requirements for the Activity specified in this Agreement; (c) Performance Indicators that will be used to monitor the delivery of the Activity by Your Organisation; and (d) the objectives, strategies, measureable outcomes, milestones and timeframes against which Your Organisation must report. <p>'Aged Care Provider Portal' means the online portal for electronic communication between the Commonwealth and Your Organisation, located at</p>	

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item A	PROGRAM INFORMATION
	<p>www.ebiz.agedcare.gov.au;</p> <p>'Basic Maintenance, Support and Care Services' means those goods and services which are included in the Service Types;</p> <p>'Joint HACC Program' means the joint Australian Government and state and territory government initiative under the <i>Home and Community Care Act 1985</i> that was in existence prior to 1 July 2012;</p> <p>'Older People' means people aged 65 years and over and Aboriginal and Torres Strait Islander people aged 50 and over;</p> <p>'Program Manual' means the Commonwealth HACC Program Manual, which can be found on the Aged Care Provider Portal as amended by the Commonwealth from time to time;</p> <p>'Replaceable Asset' has the meaning given in Item H (Assets);</p> <p>'Service Group' has the meaning given in the Program Manual;</p> <p>'Service Type' has the meaning given in the Program Manual. The Service Types are grouped into Service Groups;</p> <p>'Target Population' for the Commonwealth HACC Program is:</p> <ul style="list-style-type: none"> - frail Older People with functional limitations as a result of moderate, severe and profound disabilities; and - the unpaid carers of these frail Older People; <p>'Transition Asset' has the meaning given in Item H (Assets); and</p> <p>'Younger People' means people aged under 65 years and Aboriginal and Torres Strait Islander people aged under 50 years.</p>

Item B	YOUR ORGANISATION'S ACTIVITY INFORMATION	
B.1	Name of Your Organisation	Tweed Shire Council
B.2	ABN	90 178 732 496
B.3	<p>Activity Name: Tweed Shire Council Commonwealth HACC service delivery in the Far North Coast Region, (which in this item is referred to as the 'Region'), NSW</p> <p>Activity Objective: Deliver Basic Maintenance, Support and Care Services to people within the Target Population in the Region.</p> <p>Activity Start Date: 01 July 2012</p> <p>Activity End Date: 30 June 2015</p>	

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item B	YOUR ORGANISATION'S ACTIVITY INFORMATION															
	<p>Activity Details</p> <p>Your Organisation is required to deliver the Service Types listed in this item to people within the Target Population in this Region. The Service Types listed in this item are the funded Service Types. The Service Groups listed in this item are the funded Service Groups which apply to those Service Types.</p> <p>Your Organisation must not use all or part of the Funding for this Activity to deliver goods or services to any other Region.</p> <p>The geographical boundaries of the Region are defined in the Program Manual.</p> <p>Performance Indicators:</p> <p>The following are the Performance Indicators for this Activity, which are referred to in clause 5.1(f) of the Agreement:</p> <table border="1"> <thead> <tr> <th></th> <th style="text-align: center;">Performance Indicator Description</th> <th style="text-align: center;">Target</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Deliver a total of at least 95% of the outputs across all Service Types for each funded Service Group in each financial year.</td> <td style="text-align: center;">95%</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Deliver at least 70% of the total outputs for each funded Service Type in each financial year.</td> <td style="text-align: center;">70%</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Provide reports under the Agreement and this Program Schedule.</td> <td>100% of reports as required by, and in accordance with, the Agreement and this Program Schedule</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Comply with the <i>Home Care Standards</i> and engage in quality review and reporting processes set out in Item E.5.</td> <td>Achieve an Outcome 1</td> </tr> </tbody> </table> <p>Unless the Commonwealth notifies Your Organisation otherwise in writing, Your Organisation is able to flexibly deliver the Service Types in accordance with the flexibility arrangements set out in the Program Manual, subject to Your Organisation meeting the minimum Performance Indicators for the funded Service Types and funded Service Groups set out above.</p> <p>Your Organisation's performance against the Performance Indicators will be reviewed by the Commonwealth and the Commonwealth may raise any performance issues with Your Organisation as part of any performance management process set out in the Program Manual.</p> <p>Special conditions:</p> <p>The Following special conditions apply to this Activity:</p> <ul style="list-style-type: none"> - None specified. <p>Location Information:</p>		Performance Indicator Description	Target	1.	Deliver a total of at least 95% of the outputs across all Service Types for each funded Service Group in each financial year.	95%	2.	Deliver at least 70% of the total outputs for each funded Service Type in each financial year.	70%	3.	Provide reports under the Agreement and this Program Schedule.	100% of reports as required by, and in accordance with, the Agreement and this Program Schedule	4.	Comply with the <i>Home Care Standards</i> and engage in quality review and reporting processes set out in Item E.5.	Achieve an Outcome 1
	Performance Indicator Description	Target														
1.	Deliver a total of at least 95% of the outputs across all Service Types for each funded Service Group in each financial year.	95%														
2.	Deliver at least 70% of the total outputs for each funded Service Type in each financial year.	70%														
3.	Provide reports under the Agreement and this Program Schedule.	100% of reports as required by, and in accordance with, the Agreement and this Program Schedule														
4.	Comply with the <i>Home Care Standards</i> and engage in quality review and reporting processes set out in Item E.5.	Achieve an Outcome 1														

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item B	YOUR ORGANISATION'S ACTIVITY INFORMATION		
	Basic Maintenance, Support and Care Services to be delivered in the Far North Coast Region, NSW – Year 2012-2013 1 July 2012 - 30 June 2013		
	Service Type	Output	Funding (GST excl.)
	Service Group 1 - Domestic assistance (Hours)	277	\$ 10,389.00
	Service Group 1 - Personal care (Hours)	450	\$ 18,700.00
	Service Group 1 - Respite care (Hours)	387	\$ 17,314.00
	Service Group 1 - Social support (Hours)	1,067	\$ 20,777.00
	Service Group 2 - Case management (Hours)	5,951	\$ 339,298.00
	Service Group 3 - Allied health (Hours)	258	\$ 17,802.00
	Service Group 5 - Goods and equipment (Items)	22,760	\$ 23,238.00
	Service Group 5 - Home modification (\$)	12,466	\$ 12,466.00
	Service Group 6 - Meals (Meals)	525	\$ 3,461.00
	Service Group 7 - Transport (Trips)	511	\$ 6,924.00
	Basic Maintenance, Support and Care Services to be delivered in the Far North Coast Region, NSW – Year 2013-2014 1 July 2013 - 30 June 2014		
	Service Type	Output	Funding (GST excl.)
	Service Group 1 - Domestic assistance (Hours)	277	\$ 10,566.00
	Service Group 1 - Personal care (Hours)	450	\$ 19,018.00
	Service Group 1 - Respite care (Hours)	387	\$ 17,608.00
	Service Group 1 - Social support (Hours)	1,067	\$ 21,130.00
	Service Group 2 - Case management (Hours)	5,951	\$ 345,066.00
	Service Group 3 - Allied health (Hours)	258	\$ 18,105.00
	Service Group 5 - Goods and equipment (Items)	22,760	\$ 23,633.00
	Service Group 5 - Home modification (\$)	12,678	\$ 12,678.00
	Service Group 6 - Meals (Meals)	525	\$ 3,520.00
	Service Group 7 - Transport (Trips)	511	\$ 7,042.00

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item B	YOUR ORGANISATION'S ACTIVITY INFORMATION		
	Basic Maintenance, Support and Care Services to be delivered in the Far North Coast Region, NSW – Year 2014-2015 1 July 2014 - 30 June 2015		
	Service Type	Output	Funding (GST excl.)
	Service Group 1 - Domestic assistance (Hours)	277	\$ 10,566.00
	Service Group 1 - Personal care (Hours)	450	\$ 19,018.00
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	Service Group 6 - Meals (Meals)	525	\$ 3,520.00
	Service Group 7 - Transport (Trips)	511	\$ 7,042.00

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item C	FUNDING AND PAYMENT			
C.1	Refer to clauses 11 and 12 of the Agreement.			
	Activity Name: Tweed Shire Council Commonwealth HACC service delivery in the Far North Coast Region, NSW			
	Financial Year	Amount payable	GST component (if applicable – refer to clause 16 of the Agreement)	Total
	2012-2013	\$ 470,369.00	\$ 47,036.90	\$ 517,405.90
	2013-2014	\$ 478,366.00	\$ 47,836.60	\$ 526,202.60
	2014-2015	\$ 478,366.00	\$ 47,836.60	\$ 526,202.60
	TOTAL	\$ 1,427,101.00	\$ 142,710.10	\$ 1,569,811.10
Note: for the avoidance of doubt, the Funding at Item C.1 includes, and is not in addition to, the Funding set out in Item B.				
C.2	Total Funding under this Program Schedule.			
	The total maximum Funding Your Organisation may receive for all Activities under this Program Schedule is as follows:			
	Financial Year	Amount payable	GST component (if applicable – refer to clause 16 of the Agreement)	Total
	2012-2013	\$ 470,369.00	\$ 47,036.90	\$ 517,405.90
	2013-2014	\$ 478,366.00	\$ 47,836.60	\$ 526,202.60
	2014-2015	\$ 478,366.00	\$ 47,836.60	\$ 526,202.60
	TOTAL	\$ 1,427,101.00	\$ 142,710.10	\$ 1,569,811.10
Note: for the avoidance of doubt, the Funding at Item C.2 includes, and is not in addition to, the Funding set out in Item B and Item C.1.				
C.3	Invoicing Refer to clause 16 of the Agreement. No additional requirements.			

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item C	FUNDING AND PAYMENT
C.4	<p>Additional terms and conditions for funding</p> <p>Indexation</p> <p>The amounts listed at Item B and Item C represent base Funding as at the 2012-2013 Financial Year.</p> <p>In addition to the Funding specified in Item B and Item C, the Commonwealth may, and at its discretion, pay Your Organisation an additional amount or amounts of Funding ('Indexation Amounts'). If the Commonwealth decides to make a payment of an Indexation Amount, it will notify Your Organisation in writing of the details of the payment. Any Indexation Amounts will form part of the Funding under this Program Schedule from the date of the payment.</p> <p>Requirement to Spend or Commit Funding in the applicable financial year</p> <p>All Funding is required to be Spent or Committed by Your Organisation in the financial year in which it is paid by the Commonwealth.</p> <p>Fees, service charges, etc</p> <p>If Your Organisation earns any money from the conduct of an Activity (including fees, rent, board or service charges):</p> <p>(a) as set out in clause 12.3 of the Agreement, Your Organisation is required to deal with the money earned as if it were part of the Funding. This includes keeping accurate and complete written records of the money earned and reporting to the Commonwealth on the money earned as part of the financial reports Your Organisation is required to submit under this Program Schedule regarding the Funding; and</p> <p>(b) Your Organisation is required to use the money earned to enhance and/or expand its delivery of Basic Maintenance, Support and Care Services in the conduct of an Activity. Your Organisation is required to provide to the Commonwealth such information as the Commonwealth requires to demonstrate how Your Organisation has met this requirement.</p>
C.5	<p>Other Contributions</p> <p>Refer to clause 11.9 of the Agreement.</p> <p style="padding-left: 40px;">For the purposes of clause 11.9 of the Agreement:</p> <p style="padding-left: 40px;">If Your Organisation receives an Other Contribution for this Activity or allocates an Other Contribution to this Activity, Your Organisation is required to notify the Commonwealth. This notification is required to occur in the next Financial Accountability Report Your Organisation submits following the receipt or allocation of the Other Contribution.</p>

Item D	BUDGET
D.1	<p>Refer to clause 12.1 of the Agreement.</p> <p style="padding-left: 40px;">An Approved Budget is not required unless requested by the Commonwealth in writing. If the Commonwealth requests an Approved Budget, it will notify Your Organisation of its requirements for an Approved Budget and Your Organisation is required, within the time period requested, to submit a draft budget for approval which complies, to the Commonwealth's satisfaction, with the Commonwealth's requirements.</p>

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item E	PLANS, RECORDS AND REPORTS
<p>Refer to clauses 9, 10 and 36.1 of the Agreement.</p> <p>Your Organisation is required to provide to the Commonwealth all the plans, reports and other documents so as to meet the requirements specified in this Agreement, including the Program Manual, to the Commonwealth's satisfaction. Unless specified otherwise in the Program Manual, all plans, reports and other documents must be submitted to the Commonwealth Liaison Officer set out in Item L.</p> <p>All plans, reports and other documents are required to be provided to the Commonwealth by the applicable due date set out in Item F.</p>	
E.1	<p>Progress Reports</p> <p>Refer to clause 10 of the Agreement.</p> <p>Progress Reports</p> <p>Your Organisation is required to provide to the Commonwealth <i>Progress Reports</i> on the Activity which includes information on Your Organisation's progress in delivering the Activity set out in Item B.</p> <p>The Commonwealth may notify Your Organisation of any additional requirements including templates for the <i>Progress Reports</i>.</p> <p>Home and Community Care Minimum Data Set ('MDS') Information Reporting</p> <p>Your Organisation is required to provide <i>Home and Community Care MDS Information Reporting</i> which meets the requirements set out in the Program Manual and the <i>Home and Community Care Program National Minimum Data Set User Guide v2.0</i>.</p> <p>Unless specified otherwise in the Program Manual, the <i>Home and Community Care MDS Information Reporting</i> must be submitted quarterly and must cover the previous quarter. The quarters are the three month periods ending 31 March, 30 June, 30 September and 31 December.</p> <p>Your Organisation is required to provide <i>Home and Community Care MDS Information Reporting</i> to the <i>National or State Data Repository</i> as notified to You by the Commonwealth.</p> <p>Upon the Commonwealth's request, Your Organisation is required to provide to the Commonwealth a copy of Your Organisation's <i>Home and Community Care MDS Information Reporting</i> at the times and in the form required by the Commonwealth.</p> <p>Output Variation Reports</p> <p>Your Organisation is required to provide to the Commonwealth <i>Output Variation Reports</i> which meet the requirements set out in the Program Manual.</p>
E.2	<p>Activity Work Plan</p> <p>Refer to clause 10 of the Agreement.</p> <p>Not applicable.</p>

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item E	PLANS, RECORDS AND REPORTS
E.3	<p>Annual Report</p> <p>Refer to clause 10 of the Agreement.</p> <p>Not applicable.</p>
E.4	<p>Financial Accountability Reports</p> <p>Refer to clause 10 of the Agreement.</p> <p>Your Organisation is required to provide to the Commonwealth Financial Accountability Reports which meet the requirements set out in the Program Manual.</p>
E.5	<p>Other Reports</p> <p>Final Report</p> <p>Refer to clause 10 of the Agreement.</p> <p>Your Organisation is required to provide to the Commonwealth a <i>Final Report</i> which meets the requirements set out in the Program Manual.</p> <p>Quality Review/Reporting</p> <p>Your Organisation is required to participate to the Commonwealth's satisfaction in all quality review or reporting processes so as to meet the requirements set out in the Program Manual.</p> <p>Activity Continuity Plans</p> <p>Refer to clause 36 of the Agreement.</p> <p><i>Activity Continuity Plans</i> are not required to be provided to the Commonwealth unless requested by the Commonwealth in writing. If the Commonwealth requests <i>Activity Continuity Plans</i>, it will notify Your Organisation of its requirements for the <i>Activity Continuity Plans</i> and Your Organisation is required, within the time period requested, to submit <i>Activity Continuity Plans</i> which comply, to the Commonwealth's satisfaction, with the Commonwealth's requirements, including those set out in the Program Manual.</p>

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item F		MILESTONES / PAYMENT SCHEDULE				
<p>The following table sets out the due dates for the milestones (including delivery of goods and services and submission of reports and plans) Your Organisation must meet under this Agreement. In accordance with this Agreement, Your Organisation may also be required to meet additional milestones (for example, Your Organisation may be required to submit additional plans and reports). The following table also sets out the due dates for the payment of instalments of Funding. Subject to the terms of this Agreement, the Commonwealth will pay the instalments of Funding to Your Organisation on the dates set out below or, if a date is not a Business Day, on the first Business Day after the due date. Where no date is specified, the Commonwealth will pay instalments of the Funding after the applicable milestones have been met by Your Organisation, to the Commonwealth's satisfaction.</p>						
Milestone type	Activity (if applicable)	Milestone requirements and details	Due Date	Payment Amount (GST excl.)	GST (if applicable – refer to clause 16 of the Agreement)	
F.1	Far North Coast Region, NSW	First Payment of Funding for 2012-2013 for the delivery of the Activity between 1 July 2012 and 30 September 2012	7 July 2012	\$ 115,173.75	\$ 11,517.38	
F.2	All Activities described in this Program Schedule	Submission of the completed Assets Register which meets the requirements of this Agreement	30 September 2012			
F.3	All Activities described in this Program Schedule	Submission of a complete register recording the names, ABNs, start and end dates, and tasks of all Primary Subcontractors and Secondary Subcontractors who were engaged to provide the same services under the Joint HACCC Program prior to 1 July 2012, which meets the requirements of this Agreement	30 September 2012			
F.4	Far North Coast Region, NSW	Second Payment of Funding for 2012-2013 for the delivery of the Activity between 1 October 2012 and 31 December 2012	7 October 2012	\$ 118,398.00	\$ 11,839.80	
F.5	All Activities described in this Program Schedule	Submission of First Quarterly Home and Community Care MDS Information Reporting for 2012-2013 which meets the requirements of this Agreement	31 October 2012 or any earlier date required by the National or State Data Repository			

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Milestone type	Activity (if applicable)	Milestone requirements and details	Due Date	Payment Amount (GST excl.)	GST (if applicable – refer to clause 16 of the Agreement)
F.6	Payment Far North Coast Region, NSW	Third Payment of Funding for 2012-2013 for the delivery of the Activity between 1 January 2013 and 31 March 2013	7 January 2013	\$ 118,398.00	\$ 11,839.80
F.7	Progress Report All Activities described in this Program Schedule	Submission of Second Quarterly Home and Community Care MDS Information Reporting for 2012-2013 which meets the requirements of this Agreement	31 January 2013 or any earlier date required by the National or State Data Repository		
F.8	Progress Report All Activities described in this Program Schedule	Unless specified otherwise in the Program Manual, submission of a Progressive Output Variation Report for the period 1 July 2012 to 31 December 2012 which meets the requirements of this Agreement	31 March 2013		
F.9	Financial Accountability Report All Activities described in this Program Schedule	Unless specified otherwise in the Program Manual, submission of a Progressive Financial Accountability Report for the period 1 July 2012 to 31 December 2012 which meets the requirements of this Agreement	31 March 2013		
F.10	Payment Far North Coast Region, NSW	Final Payment of Funding for 2012-2013 for the delivery of the Activity between 1 April 2013 and 30 June 2013	7 April 2013	\$ 118,399.25	\$ 11,839.93
F.11	Progress Report All Activities described in this Program Schedule	Submission of Third Quarterly Home and Community Care MDS Information Reporting for 2012-2013 which meets the requirements of this Agreement	30 April 2013 or any earlier date required by the National or State Data Repository		
F.12	Payment Far North Coast Region, NSW	First Payment of Funding for 2013-2014 for the delivery of the Activity between 1 July 2013 and 30 September 2013	7 July 2013	\$ 119,591.00	\$ 11,959.10
F.13	Progress Report All Activities described in this Program Schedule	Submission of Final Quarterly Home and Community Care MDS Information Reporting for 2012-2013 which meets the requirements of this Agreement	31 July 2013 or any earlier date required by the National or State Data Repository		

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Milestone type	Activity (if applicable)	Milestone requirements and details	Due Date	Payment Amount (GST excl.)	GST (if applicable – refer to clause 16 of the Agreement)
F.14	Progress Report All Activities described in this Program Schedule	Submission of an <i>Annual Output Variation Report</i> for the period 1 July 2012 to 30 June 2013 which meets the requirements of this Agreement	30 September 2013		
F.15	Financial Accountability Report All Activities described in this Program Schedule	Submission of an <i>Annual Financial Accountability Report</i> for the period 1 July 2012 to 30 June 2013 which meets the requirements of this Agreement	30 September 2013		
F.16	Payment Far North Coast Region, NSW	Second Payment of Funding for 2013-2014 for the delivery of the Activity between 1 October 2013 and 31 December 2013	7 October 2013	\$ 119,591.00	\$ 11,959.10
F.17	Progress Report All Activities described in this Program Schedule	Submission of First <i>Quarterly Home and Community Care MDS Information Reporting</i> for 2013-2014 which meets the requirements of this Agreement	31 October 2013 or any earlier date required by the <i>National or State Data Repository</i>		
F.18	Payment Far North Coast Region, NSW	Third Payment of Funding for 2013-2014 for the delivery of the Activity between 1 January 2014 and 31 March 2014	7 January 2014	\$ 119,591.00	\$ 11,959.10
F.19	Progress Report All Activities described in this Program Schedule	Submission of Second <i>Quarterly Home and Community Care MDS Information Reporting</i> for 2013-2014 which meets the requirements of this Agreement	31 January 2014 or any earlier date required by the <i>National or State Data Repository</i>		
F.20	Progress Report All Activities described in this Program Schedule	Unless specified otherwise in the Program Manual, submission of a <i>Progressive Output Variation Report</i> for the period 1 July 2013 to 31 December 2013 which meets the requirements of this Agreement	31 March 2014		
F.21	Financial Accountability Report All Activities described in this Program Schedule	Unless specified otherwise in the Program Manual, submission of a <i>Progressive Financial Accountability Report</i> for the period 1 July 2013 to 31 December 2013 which meets the requirements of this Agreement	31 March 2014		

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Milestone type	Activity (if applicable)	Milestone requirements and details	Due Date	Payment Amount (GST excl.)	GST (if applicable – refer to clause 16 of the Agreement)
F.22	Far North Coast Region, NSW	Final Payment of Funding for 2013-2014 for the delivery of the Activity between 1 April 2014 and 30 June 2014	7 April 2014	\$ 119,593.00	\$ 11,959.30
F.23	All Activities described in this Program Schedule	Submission of Third Quarterly Home and Community Care MDS Information Reporting for 2013-2014 which meets the requirements of this Agreement	30 April 2014 or any earlier date required by the National or State Data Repository		
F.24	Far North Coast Region, NSW	First Payment of Funding for 2014-2015 for the delivery of the Activity between 1 July 2014 and 30 September 2014	7 July 2014	\$ 119,591.00	\$ 11,959.10
F.25	All Activities described in this Program Schedule	Submission of Final Quarterly Home and Community Care MDS Information Reporting for 2013-2014 which meets the requirements of this Agreement	31 July 2014 or any earlier date required by the National or State Data Repository		
F.26	All Activities described in this Program Schedule	Submission of an Annual Output Variation Report for the period 1 July 2013 to 30 June 2014 which meets the requirements of this Agreement	30 September 2014		
F.27	All Activities described in this Program Schedule	Submission of an Annual Financial Accountability Report for the period 1 July 2013 to 30 June 2014 which meets the requirements of this Agreement	30 September 2014		
F.28	Far North Coast Region, NSW	Second Payment of Funding for 2014-2015 for the delivery of the Activity between 1 October 2014 and 31 December 2014	7 October 2014	\$ 119,591.00	\$ 11,959.10
F.29	All Activities described in this Program Schedule	Submission of First Quarterly Home and Community Care MDS Information Reporting for 2014-2015 which meets the requirements of this Agreement	31 October 2014 or any earlier date required by the National or State Data Repository		
F.30	Far North Coast Region, NSW	Third Payment of Funding for 2014-2015 for the delivery of the Activity between 1 January 2015 and 31 March 2015	7 January 2015	\$ 119,591.00	\$ 11,959.10

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Milestone type	Activity (if applicable)	Milestone requirements and details	Due Date	Payment Amount (GST excl.)	GST (if applicable – refer to clause 16 of the Agreement)
F.31	Progress Report All Activities described in this Program Schedule	Submission of <i>Second Quarterly Home and Community Care MDS Information Reporting</i> for 2014-2015 which meets the requirements of this Agreement	31 January 2015 or any earlier date required by the <i>National or State Data Repository</i>		
F.32	Progress Report All Activities described in this Program Schedule	Unless specified otherwise in the Program Manual, submission of a <i>Progressive Output Variation Report</i> for the period 1 July 2014 to 31 December 2014 which meets the requirements of this Agreement	31 March 2015		
F.33	Financial Accountability Report All Activities described in this Program Schedule	Unless specified otherwise in the Program Manual, submission of a <i>Progressive Financial Accountability Report</i> for the period 1 July 2014 to 31 December 2014 which meets the requirements of this Agreement	31 March 2015		
F.34	Payment Far North Coast Region, NSW	Final Payment of Funding for 2014-2015 for the delivery of the Activity between 1 April 2015 and 30 June 2015	7 April 2015	\$ 119,593.00	\$ 11,959.30
F.35	Progress Report All Activities described in this Program Schedule	Submission of <i>Third Quarterly Home and Community Care MDS Information Reporting</i> for 2014-2015 which meets the requirements of this Agreement	30 April 2015 or any earlier date required by the <i>National or State Data Repository</i>		
F.36	Progress Report All Activities described in this Program Schedule	Submission of <i>Final Quarterly Home and Community Care MDS Information Reporting</i> for 2014-2015 which meets the requirements of this Agreement	31 July 2015 or any earlier date required by the <i>National or State Data Repository</i>		
F.37	Progress Report All Activities described in this Program Schedule	Submission of an <i>Annual Output Variation Report</i> for the period 1 July 2014 to 30 June 2015 which meets the requirements of this Agreement	30 September 2015		
F.38	Financial Accountability Report All Activities described in this Program Schedule	Submission of an <i>Annual Financial Accountability Report</i> for the period 1 July 2014 to 30 June 2015 which meets the requirements of this Agreement	30 September 2015		

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Milestone type	Activity (if applicable)	Milestone requirements and details	Due Date	Payment Amount (GST excl.)	GST (if applicable – refer to clause 16 of the Agreement)
F.39 Other Report	All Activities described in this Program Schedule	Submission of a <i>Final Report</i> which meets the requirements of this Agreement	Within 30 Business Days of termination of all or part of this Agreement		

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item G	INSURANCE REQUIREMENTS
G.1	<p>Refer to clause 33 of the Agreement.</p> <p>Your Organisation is required to have and maintain the following insurance/s:</p> <p>(a) Workers' compensation insurance.</p> <p>Amount: As required by relevant State or Territory legislation.</p> <p>Duration: As required by relevant State or Territory legislation.</p> <p>(b) Public liability insurance.</p> <p>Amount: Not less than ten million dollars (\$10,000,000) on a per claim basis.</p> <p>Duration: If the policy is an occurrence policy, the policy is required to be maintained for the Agreement Period. If the policy is a claims made policy, the policy is required to be maintained from Agreement Commencement Date to seven years after the Agreement Completion Date.</p> <p>(c) Professional indemnity insurance, if available on reasonable commercial terms for the Service Type/s or Activities to be delivered under this Agreement.</p> <p>Amount: An amount which is consistent with the outcomes of a risk assessment. Your Organisation is required to perform a risk assessment for the purpose of identifying an appropriate amount of insurance.</p> <p>Duration: If the policy is an occurrence policy, the policy is required to be maintained for the Agreement Period. If the policy is a claims made policy, the policy is required to be maintained from Agreement Commencement Date to seven years after the Agreement Completion Date.</p> <p>(d) All other insurances which a prudent and professional organisation would hold if it were required to perform Your Organisation's obligations under the Agreement.</p> <p>Amount: As applicable.</p> <p>Duration: As applicable.</p>

Item H	ASSETS
H.1	<p>Refer to clauses 31 and 54 of the Agreement.</p> <p>Definitions</p> <p>In Item H of this Program Schedule and in the Program Manual:</p> <p>Transition Assets are all assets:</p> <p>(i) in the possession of Your Organisation or Your Personnel at the Agreement Commencement Date; AND</p> <p>(ii) which were acquired with funds received by Your Organisation under the Joint HACC Program; AND</p> <p>(iii) which are a single item of tangible or intangible property with a value at the time</p>

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item H	ASSETS
	<p style="text-align: center;">of acquisition of \$10,000 or more, inclusive of GST.</p> <p>Transition Assets are a class of assets included in the definition of 'Assets' at and from the Agreement Commencement Date.</p> <p>Replaceable Assets are all assets that are a single item of tangible or intangible property with a value at the time of acquisition of \$10,000 or more, inclusive of GST and are:</p> <ul style="list-style-type: none"> (i) <i>Motor Vehicles</i>; (ii) <i>Office Equipment</i>; and (iii) <i>Kitchen Equipment</i> (as described in the Program Manual). <p>Replaceable Assets are a class of assets included in the definition of 'Assets' at and from the Agreement Commencement Date.</p> <p>Assets that must be acquired under this Agreement</p> <p>The following assets are required to be acquired by Your Organisation during the Agreement Period using part of the Funding, and will also be 'Assets' from the date of acquisition:</p> <p style="padding-left: 40px;">Asset Description: None specified.</p> <p style="padding-left: 40px;">Asset Purchase Amount: None specified.</p> <p>The following assets are required to be leased by Your Organisation during the Agreement Period using part of the Funding and will also be 'Assets' from the date of the lease:</p> <p style="padding-left: 40px;">Asset Description: None specified.</p> <p style="padding-left: 40px;">Asset Lease Payment Amount: None specified.</p> <p style="padding-left: 40px;">Asset Lease Payment Interval: None specified.</p> <p style="padding-left: 40px;">Asset Lease Period (dates): None specified.</p>
H.2	<p>Assets Register</p> <p>Refer to clauses 31 and 54 of the Agreement.</p> <ul style="list-style-type: none"> (a) Your Organisation acknowledges that the Assets Register will be held on the Aged Care Provider Portal, unless the Commonwealth advises otherwise. (b) Your Organisation must populate the Assets Register with the data specified in the Program Manual and in the format specified by the Commonwealth in the Aged Care Provider Portal. (c) The Assets Register must be completed and submitted by Your Organisation to the Commonwealth as set out in Item F. (d) Between the Activity Start Date and the Activity End Date, the Assets Register must be maintained and kept up to date by Your Organisation. The Commonwealth will use the Assets Register for the monitoring of Your Organisation's compliance with Your obligations under this Agreement.
H.3	<p>Additional terms and conditions regarding Assets</p> <p>Refer to clauses 31 and 54 of the Agreement.</p> <p>(A) Special conditions regarding Assets</p> <p>Your Organisation is also required to comply with the following additional terms and conditions regarding Assets:</p>

Capitalised terms in italics used in this Agreement which are not defined in this Agreement have the same meaning as in the Program Manual.

PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item H	ASSETS
	<p>(a) the Commonwealth will not provide Funding or permit Funding to be allocated to acquire assets if Your Organisation has already received Funding for the same purpose under the Joint HACC Program or any other program; and</p> <p>(b) Your Organisation is required to comply with the additional terms and conditions regarding Assets which are set out in the Program Manual, if any.</p> <p>(B) Special conditions regarding Transition Assets</p> <p>These special conditions apply only to Transition Assets.</p> <p>(a) Your Organisation is required to use applicable Transition Assets when delivering an Activity.</p> <p>(b) Your Organisation is required to ensure that all Transition Assets are itemised in Your Organisation's Asset Register, as described in clause 31.4(h) of this Agreement.</p> <p>(C) Special conditions regarding Replaceable Assets</p> <p>These special conditions apply only to Replaceable Assets.</p> <p>Unless the Commonwealth notifies Your Organisation otherwise in writing:</p> <p>(a) In accordance with the Program Manual, Your Organisation may acquire Replaceable Assets without obtaining the Commonwealth's prior written consent, provided that such acquisition is necessary for the delivery of the applicable Activity. However, Your Organisation must not use Funding for the acquisition of Replaceable Assets, except as provided in paragraph (c) below or with the Commonwealth's prior written consent.</p> <p>(b) For the purposes of clause 31.5, Your Organisation may Dispose of Replaceable Assets, without the Commonwealth's prior written consent. Your Organisation must use the proceeds from the Disposal of any Replaceable Assets in accordance with clause 31.5 of this Agreement.</p> <p>(c) Your Organisation may only use Funding that has previously been put aside for the future replacement of an Asset in accordance with clause 31.9 where:</p> <ul style="list-style-type: none"> (i) the Asset is a Replaceable Asset; (ii) the Funding has been put aside in accordance with the Program Manual; and (iii) the amount of Funding referred to above is less than or equivalent to the amount of depreciation for that class of Replaceable Assets in the depreciation schedule within the Assets Register. <p>(d) The depreciation schedule for Replaceable Assets must reconcile:</p> <ul style="list-style-type: none"> (i) the amount of Funding put aside for the future replacement of Assets; and (ii) the amount of moneys expended by Your Organisation in that financial year for the purchase of Replaceable Assets; <p style="padding-left: 40px;">in accordance with the Program Manual.</p> <p>(e) Except as provided above, Your Organisation is required to record and report on any transactions regarding Replaceable Assets in the same manner as for other Assets under this Agreement.</p>

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item I	SUBCONTRACTORS
I.1	<p>Refer to clause 22 of the Agreement.</p> <p>All subcontracts are required to facilitate Your Organisation's compliance with the <i>Home Care Standards</i>.</p> <p>Unless advised otherwise in writing, the Commonwealth consents to the subcontracting of all or part of an Activity to any Secondary Subcontractor who was engaged to provide the same services under the Joint HACC Program on behalf of Your Organisation prior to 1 July 2012, for the purposes of this Agreement only, subject to Your Organisation notifying the Commonwealth of the names and details of the Secondary Subcontractors in accordance with this Agreement and with Item F of this Program Schedule.</p>

Item J	SPECIFIED PERSONNEL
J.1	<p>Refer to clause 21 of the Agreement.</p> <p>The following are Specified Personnel for the purposes of this Agreement:</p> <p style="padding-left: 40px;">Specified Personnel name: None specified</p> <p style="padding-left: 40px;">Tasks/role: None specified</p> <p>The Commonwealth's consent to the Specified Personnel specified above is subject to the following additional terms and conditions:</p> <p style="padding-left: 40px;">None Specified.</p>

Item K	CONFIDENTIAL INFORMATION
K.1	<p>Refer to clause 27 of the Agreement.</p> <p>Commonwealth Confidential Information is:</p> <p style="padding-left: 40px;">None specified</p> <p>Your Organisation's Confidential Information is:</p> <p style="padding-left: 40px;">None specified</p>

Capitalised terms in italics used in this Agreement which are not defined in this Agreement have the same meaning as in the Program Manual.

PROGRAM SCHEDULE FOR AGED CARE FUNDING

Item L	NOTICES												
L.1	Refer to clause 50 of the Agreement. The Commonwealth's contact details and address for notices (or as otherwise notified by the Commonwealth to Your Organisation)												
	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Commonwealth Liaison Officer</td> <td>Aged Care Assistant State Manager, NSW/ACT State Office</td> </tr> <tr> <td>Name or Position</td> <td></td> </tr> <tr> <td>Phone</td> <td>1800 048 998</td> </tr> <tr> <td>Email</td> <td>NSWACT.HACC@ health.gov.au</td> </tr> <tr> <td>Postal Address</td> <td>GPO Box 9848 (MDP 114), SYDNEY, NSW 2001</td> </tr> <tr> <td>Facsimile</td> <td>(02) 9263 3796</td> </tr> </table>	Commonwealth Liaison Officer	Aged Care Assistant State Manager, NSW/ACT State Office	Name or Position		Phone	1800 048 998	Email	NSWACT.HACC@ health.gov.au	Postal Address	GPO Box 9848 (MDP 114), SYDNEY, NSW 2001	Facsimile	(02) 9263 3796
	Commonwealth Liaison Officer	Aged Care Assistant State Manager, NSW/ACT State Office											
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	Facsimile	(02) 9263 3796											
	Your Organisation's contact details and address for notices (or as otherwise notified by the Organisation to the Commonwealth)												
	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Your Organisation's Liaison Officer</td> <td>Ms Joanne Watters, Co-ordinator</td> </tr> <tr> <td>Name or Position</td> <td></td> </tr> <tr> <td>Phone</td> <td>07 5569 3113</td> </tr> <tr> <td>Email</td> <td>joannew@tweed.nsw.gov.au</td> </tr> <tr> <td>Postal Address</td> <td>PO Box 816, MURWILLUMBAH, NSW 2484</td> </tr> <tr> <td>Facsimile</td> <td>07 5569 3111</td> </tr> </table>	Your Organisation's Liaison Officer	Ms Joanne Watters, Co-ordinator	Name or Position		Phone	07 5569 3113	Email	joannew@tweed.nsw.gov.au	Postal Address	PO Box 816, MURWILLUMBAH, NSW 2484	Facsimile	07 5569 3111
	Your Organisation's Liaison Officer	Ms Joanne Watters, Co-ordinator											
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	Phone	07 5569 3113											
Email	joannew@tweed.nsw.gov.au												
Postal Address	PO Box 816, MURWILLUMBAH, NSW 2484												
Facsimile	07 5569 3111												
Item M	POLICE CHECKS												
M.1	Refer to clause 19 of the Agreement.												
	Your Organisation and Your Personnel are required to comply with the police checks requirements set out in the Program Manual and in the <i>Commonwealth HACC Program Police Certificate Guidelines</i> .												

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ANNEXURE A - Supplementary Conditions

Acknowledgement of Funding

Refer to clause 14 of the Agreement.

Your Organisation is required to acknowledge the financial and other support Your Organisation has received from the Commonwealth for each Activity in accordance with the requirements for acknowledgement of funding specified in clause 14 of this Agreement and in the Program Manual.

Guidelines

Refer to clause 54 of the Agreement.

In addition to, and without limiting, all the other Guidelines which apply to the Agreement or an Activity, Your Organisation is required to comply with the following Guidelines in delivering each Activity:

- (a) *The Home Care Standards and the Home Care Standards Guide.*
- (b) *The Commonwealth HACC Program Police Certificate Guidelines.*
- (c) *The Home and Community Care Program National Minimum Data Set User Guide v2.0.*
- (d) *The Commonwealth HACC Complaints Guidelines for Service Providers.*

Intellectual Property

Refer to clause 25 of the Agreement.

For the avoidance of doubt, the following comprises Commonwealth Material for the purposes of this Agreement:

- (a) the Program Manual as provided by the Commonwealth; and
- (b) all images or logos, including the HACC logos, as provided by the Commonwealth.

External Complaints Mechanism

Refer to clause 8 of the Agreement.

Your Organisation is required to comply with requirements of the Aged Care Complaints Scheme set out in the Program Manual and in the *Commonwealth HACC Complaints Guidelines for Service Providers*.

Qualifications

Refer to clause 20 of the Agreement.

The Program Manual may set out minimum qualifications which Your Personnel are required to have in order to deliver an Activity.

If minimum qualifications are specified in the Program Manual in relation to an Activity, unless the Commonwealth has agreed otherwise in writing, Your Organisation will ensure that all Your Personnel have, at a minimum, the qualifications required by the Program Manual to perform those tasks.

Laws and policies

Refer to clause 6 of the Agreement.

In addition to, and without limiting, all the other Laws and policies which apply, Your Organisation must comply with the following Laws and Policies in delivering:

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PROGRAM SCHEDULE FOR AGED CARE FUNDING

Additional records

Refer to clause 9 of the Agreement.

In addition to the records which Your Organisation is required to keep under clause 11 of this Agreement, Your Organisation must also keep the following records:

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Signatories to this Agreement

Executed by the Parties

SIGNED, SEALED AND DELIVERED for and on behalf of the **Commonwealth of Australia** acting through the **Department of Social Services** ABN 36 342 015 855 on:

.....
Date

by:
Signature

.....
Name of Signatory

in the presence of:

.....
Position of Signatory

.....
Signature of witness

.....
Name of witness in full

SIGNED, SEALED AND DELIVERED for and on behalf of **Tweed Shire Council** ABN 90 178 732 496

.....
Signature

.....
Name of Signatory in full

.....
Date

.....
Position of Signatory

The signatory warrants that he/she has authority to bind **Tweed Shire Council**.

in the presence of:

.....
Signature of witness

.....
Name of witness in full

Capitalised terms in italics used in this Agreement which are not defined in this Agreement have the same meaning as in the Program Manual.