

BILATERAL AGREEMENT
A BILATERAL COMMONWEALTH / STATE DISABILITY AGREEMENT

("this Bilateral Agreement") is made the _____ day of _____ 2008.

Between the

COMMONWEALTH OF AUSTRALIA ("the Commonwealth")

And

THE STATE OF NEW SOUTH WALES ("the State") (the Parties).

RECITALS

- A. The Commonwealth and the State are parties to an Agreement made between the Commonwealth and the State dated the 17th day of February 2004 ("the CSTDA") the purposes of which Agreement are set out in paragraphs (a) to (g) inclusive of Recital A to the CSTDA including:
- “(a) provide for a national framework outlining the objective and policy priorities for services to people with disabilities across Australia to be progressed over the life of the Agreement, and outline a means for measuring and publicising the progress of Governments towards achieving this national framework (clauses 4 and 7)”.
- B. Recital B of the CSTDA provides that the Commonwealth and individual States/Territories may make Bilateral Agreements, the purposes of the Bilateral Agreements being set out in Recital B of the CSTDA, including to:
- “(a) provide for action between the Commonwealth and individual States/Territories on strategic disability issues within the broad national framework”.
- C. Clause 2 of Part 2 of the CSTDA provides that:
- 2(1) A Bilateral Agreement made between the Commonwealth and a State/Territory shall come into effect in respect of those parties on a date to be specified in the Bilateral Agreement and shall continue for the term to be specified in the Bilateral Agreement.
- 2(2) A Bilateral Agreement shall (unless otherwise agreed between the parties to the Bilateral Agreement) contain the same terms and conditions as those which are contained in this Agreement.

- D. Clause 8(7) of Part 8 of the CSTDA provides that:
- 8(7) Ministers may negotiate additional funding to progress policy priorities and systemic and service reforms within the scope of the Agreement, including the transfer of services and or recipients from one jurisdiction to another. The Commonwealth and the States/Territories may agree bilaterally on the contribution of funds, new or existing, for this purpose”.
- E. The Funding under this bilateral agreement is specifically covered by Commonwealth State Territory Disability Agreement SPP Appropriation. The Parties have relied on ATO GSTR 2006-11 for their understanding that the Funding is specifically covered by an appropriation under an Australian law. No GST will be payable on this funding because the funding meets the requirements of section 9-15(3)(c) of the A New Tax System (*Goods and Services Tax*) Act 1999 (GST Act) and GSTR 2006-11.

NOW IT IS AGREED AS FOLLOWS:

PART 1 - TERM AND DURATION

- 1(1) This Bilateral Agreement shall come into force and effect on signing by both parties.
- 1(2) This Bilateral Agreement shall continue in force and effect until the earlier of the following dates or events:
- (i) 30 June 2012;
 - (ii) termination or expiry of the CSTDA, at which time the Parties intend that a new disability agreement will **replace** this Bilateral Agreement.
- 1(3) The Bilateral Agreement may only be varied at any time by written agreement of both parties.

PART 2 – CONDITIONS AND INTERPRETATION OF THIS BILATERAL AGREEMENT

- 2(1) That all parties to this agreement will share information and work cooperatively in the provision of support services for people with disability.
- 2(2) Except where they are excluded by, or are inconsistent with, the conditions of this Bilateral Agreement, the conditions contained in the CSTDA are conditions of this Bilateral Agreement and the words and

phrases used in the CSTDA have the same meaning when used in this Bilateral Agreement.

- 2(3) Although the parties are bound by the terms and conditions of this Bilateral Agreement and the CSTDA, in the event of any inconsistency between the terms and conditions of each of this Bilateral Agreement or the CSTDA, the terms and conditions of this Bilateral Agreement will prevail.
- 2(4) The parties acknowledge the purpose and cooperative nature of the CSTDA and of the purposes of bilateral agreements made pursuant to the CSTDA.
- 2(5) For the purposes of this Bilateral Agreement:

Targeted Support Services means services to approved clients that include the following:

- (a) Activities of daily living or living skills;
- (b) Community integration and social participation activities;
- (c) Literacy and numeracy training, including the use of computers;
- (d) Arts and crafts activities;
- (e) Other activities as outlined in the Targeted Support Outlet Performance Plan; and
- (f) Provision of information to clients about the organisation's targeted support service

Transition Support means assistance provided to older carers of a family member with a disability who were visited from August 2007 by Centrelink Transition Support staff, to link those older carers with support such as Accommodation Services (defined in the CSTDA), In-Home Support (defined in the CSTDA) and Respite Services (defined in the CSTDA) consistent with the families future long-term needs.

PART 2A – PURPOSES OF THIS BILATERAL AGREEMENT

The Commonwealth and the State wish to make to this Bilateral Agreement under which:

- 2A(1) Subject to the appropriation of funds by their respective Parliaments, both parties will make funds available in accordance with the attached Schedule 1 so that the State may provide additional specialist disability support services as set out in part three of this Bilateral Agreement.
- 2A(2) The Commonwealth agrees to provide the State with funding in accordance with the attached Schedule 2 to allow for the State to assume administrative responsibility for the Respite Service Capacity Building for Older Carers initiative.

- 2A(3) The Commonwealth agrees to provide the state with funding in accordance with the attached Schedule 3 to allow for the state to assume administrative responsibility for the delivery of targeted support services in respect of the individuals previously receiving a Commonwealth funded targeted support service. Schedule 3 includes a reference to an additional amount of funding by way of an incentive payment in recognition of the additional costs to the state associated with administration of the targeted support services and funding.
- 2A(4) This bilateral agreement aims to provide additional support in priority areas of:
- a) Transition support;
 - b) Specialist disability services
- 2A(5) Subject to the provisions of clauses 3(5) to 3(7), and the availability of funds, the State shall, based on request and assessed need, use its best endeavours to improve support for people with disability through funding and the provision of:
- a) Transition support;
 - b) Specialist disability services
- 2A(6) Services provided by virtue of this Bilateral Agreement shall be in addition to Services otherwise provided by the State under the CSTDA in the financial year 2007-2008 and the State shall at least maintain that base level of Disability Services for the duration of the CSTDA.

PART 3 – FINANCIAL ARRANGEMENTS FOR THE PROVISION OF ADDITIONAL SPECIALIST DISABILITY SUPPORT SERVICES UNDER THIS BILATERAL AGREEMENT

Specialist Disability Services

- 3(1) The funds to be made available by the Parties under this Bilateral Agreement shall be additional to the funds which each of the parties had agreed to contribute in accordance with Schedule A1 of the CSTDA at the time of signing that agreement.
- 3(2) Subject to compliance with the conditions of this Bilateral Agreement and the CSTDA, the Commonwealth funds to be contributed to the State under this Bilateral Agreement will be made available to the State fortnightly in advance.
- 3(3) All funds will be acquitted in a manner consistent with the requirements of clauses 4(1) and 4(2).

- 3(4) If, in a particular financial year, the State does not fully expend Commonwealth funds made available under this Bilateral Agreement for that financial year ("Unexpended Funds"), the State must report the Unexpended Funds to the Commonwealth in accordance with clauses 4(1) and 4(2) of this Bilateral Agreement providing details as to how the State intends to apply the Unexpended Funds to the Transition Support **and/or** additional specialist disability support services during the next financial year.
- 3(5) Unless the Commonwealth is satisfied that the State will apply the Unexpended Funds to the Transition Support **and/or** additional specialist disability support services in accordance with clause 3(4), the Commonwealth, in its absolute discretion, shall not be liable to pay the amount of any Unexpended Funds from the funds allocated to the State for the next financial year.
- 3(6) Subject to clauses 3(4) and 3(5), the Commonwealth's contribution to the State in accordance with Recital E and the attached Schedule 1 represents the total amount required to meet its responsibility.
- 3(7) Indexation on Commonwealth funds to be transferred to the State will be calculated each year in accordance with indexation requirements of the CSTDA or the new disability agreement, whichever applies.

PART 3A - Respite Service Capacity Building for Older Carers of Family Members with Disability

- 3A(1) Subject to compliance with the conditions of this Bilateral Agreement and the CSTDA, the Commonwealth funds to be transferred to the State under this Bilateral Agreement, which relate to funding for Respite Service Capacity Building for Older Carers of Family Members with Disability will be made available to the State, subject to 3A(2), as soon as practicable after the signing of this Bilateral Agreement and the Deeds of Novation (or such other document as may be agreed between the parties) for the 2008-09 financial year funding, and at the start of the 2009-10 financial year for the 2009-10 funding.
- 3A(2) The State agrees to the Commonwealth retaining sufficient funds as specified in Schedule 2, which represents one quarter of a financial years payment of the total funding to be transferred to allow the Commonwealth to process and pay the 15 July 2008 milestone payments on behalf of the State in relation to the Respite Service Capacity Building for Older Carers of family members with Disability identified in Schedule 2.

- 3A(3) The State agrees that in the event that a Respite Service for Older Carers of Family Members with a Disability (Service) listed in Schedule 2 does not enter into a Deed of Novation (or such other document as agreed by the parties) with the State and the Commonwealth in regard to that Service, the State will ensure the amount of funding, listed in Schedule 2, that the Commonwealth transferred to the State, in regard to that Service is used towards further capacity building or other respite support to assist older carers of Family Members with disability.
- 3A(4) All funds will be acquitted in a manner consistent with the requirements of clauses 4(1) and 4(2).
- 3A(5) If, in a particular financial year, the State does not fully expend Commonwealth funds made available under Schedule 2 of this Bilateral Agreement for that financial year ("**Unexpended Funds**"), the State must report the Unexpended Funds to the Commonwealth in accordance with clauses 4(1) and 4(2) of this Bilateral Agreement providing details as to how the State intends to apply the Unexpended Funds towards further capacity building or other respite support to assist older carers of children with disability during the next financial year.
- 3A(6) Unless the Commonwealth is satisfied that the State will apply the Unexpended Funds towards further capacity building or other respite support to assist older carers of children with disability in accordance with clause 3A(5), the Commonwealth, in its absolute discretion, shall not be liable to pay the amount of any Unexpended Funds from the funds allocated to the State for the next financial year.
- 3A(7) Subject to clauses 3(5) and 3(6), the Commonwealth's contribution to the State in accordance with Recital E and the attached Schedules represents the total amount required to meet its responsibility.
- 3A(8) The State's obligations under this Bilateral Agreement in relation to the Respite Service Capacity Building for Older Carers of Family Members with Disability cease on 30 June 2010.

PART 3B - Targeted Support Services

- 3B(1) Subject to compliance with the conditions of this Bilateral Agreement and the CSTDA, the Commonwealth funds to be transferred to the State under this Bilateral Agreement will be made available to the State, subject to clause 3B(2), in regard to the 2008-09 financial year as soon as practicable after the signing of this Bilateral Agreement and for the subsequent financial years up to and including the 2011-12 financial year on the same basis as CSTDA payments.
- 3B(2) The Commonwealth will retain sufficient funds (representing one quarter of a financial year's payment of the total funding to be transferred) to allow the Commonwealth to process the payments in relation to the Targeted Support Services identified in Schedule 3 for the first quarter of the 2008-09 financial year, which ends on 30 September 2008.

- 3B(3) The State agrees to propose and enter into (if the Service agrees) an agreement with the Targeted Support Services identified in Schedule 3, which agreement is to commence from 1 October 2008 that ensures continuity of service to 30 June 2012 for the individuals listed at Schedule 3.
- 3B(4) If the State does not enter into an agreement with the services listed in Schedule 3 consistent with Clause 3B(3), the State will refund to the Commonwealth the amount of funding, listed in Schedule 3, which the Commonwealth transferred to the State, in regard to that service for the period between 1 October 2008 and 30 June 2012 that there is not an funding agreement in place between the State and the service.
- 3B(5) All funds will be acquitted in a manner consistent with the requirements of clauses 4(1) and 4(2).
- 3B(6) If, in a particular financial year, the State does not fully expend Commonwealth funds made available under this Bilateral Agreement for that financial year ("**Unexpended Funds**"), the State must report the Unexpended Funds to the Commonwealth in accordance with clauses 4(1) and 4(2) of this Bilateral Agreement providing details as to how the State intends to apply the Unexpended Funds to the Targeted Support Services during the next financial year.
- 3B(7) Unless the Commonwealth is satisfied that the State will apply the Unexpended Funds to the Targeted Support Services in accordance with clause 3B(6), the Commonwealth, in its absolute discretion, shall not be liable to pay the amount of any Unexpended Funds from the funds allocated to the State for the next financial year.
- 3B(8) Subject to clauses 3B(6) and 3B(7), the Commonwealth's contribution to the State in accordance with Recital E and the attached Schedule 3 represents the total amount required to meet its responsibility.

PART 4 – REPORTING ARRANGEMENTS – All services funded under this Bilateral Agreement.

Financial Information

- 4(1) Subject to clause 4(2), the State shall provide the Commonwealth with a statement acquitting each and both of the Commonwealth and State government funding actually expended on the provision of all the Services under this Bilateral Agreement.
- 4(2) The statement provided under clause 4(1):
- a) may be combined with another report, whether under the CSTDA or otherwise but, in such circumstances, the acquittal for this funding shall be able to be identified and considered separately and

- b) shall be provided no later than six months after the end of the financial year for which the funding was contributed.

Performance Reporting – Additional Specialist Disability Services (These provisions do not apply to Respite Service Capacity Building for Older Carers of Children with Disability and Targeted Supported Services)

- 4(3) Within its annual Performance Reporting Framework the State agrees to prepare and provide to the Commonwealth the number of service places provided for 2008-09 and remaining financial years, by no later than six months after the end of the financial years being reported (i.e. 31 December each year).
- 4(4) The State will aim over the four year period 2008-09 to 2011-12 to provide 3,611 new places and/or expanded support for existing clients including:
 - a) 522 in-home support places;
 - b) 1,124 supported accommodation places; and
 - c) 1,965 respite and respite effect places.

The targets are specified in Clause 4(4) and Clause 4(5) are indicative estimates only and are subject to the needs of clients. They may be revised annually by agreement between the parties.

- 4(5) That the State aims to reach the following number of new places and/or expanded support for existing clients places each year:

PLACES	2008-09	2009-10	2010-2011	2011-12
Respite/Respite Effect	1605	1769	1965	1965
Intensive In-home Support	294	419	522	522
Accommodation	219	485	849	1124

*** Note – number of places is cumulative across the four years*

- 4(6) Each party agrees to acknowledge the contribution made by the other party under this Bilateral Agreement in any public statements, whether in writing or otherwise, made on its behalf.

Performance Reporting - Respite Service Capacity Building for Older Carers of Family Members with a Disability and Targeted Supported Services

- 4(7) Subject to Clause 3A(8) the Parties agree that by entering into this Bilateral Agreement the State will continue to provide the services as specified in the attached schedules 2 and 3 and only vary those services on a bona fide

basis. The State undertakes to continue to maintain the objectives and apply the principles and original intent of the services detailed in Schedules 2 and 3.

Performance Reporting – Transition Support

4(8) Within its annual Performance Reporting Framework, the State agrees to prepare and provide the Commonwealth with an update on the Transition Support provided to a family member with disability, in the areas of:

- a) transition planning for the future
- b) services provided to assist older carers to continue to provide care in the home;
- c) actual transition to supported accommodation

PART 5 - GENERAL

Giving effect to this Agreement

5(1) Each party must do anything, and must ensure that its employees and agents do anything that the other party may reasonably require, to give full effect to this Bilateral Agreement.

Entire Agreement

5(2) This Bilateral Agreement and the CSTDA represent the parties' entire agreement on the subject matter. All representations, communications, statements, understandings and prior agreements in relation to this subject matter are merged in and are superseded by this Agreement and the CSTDA.

Dispute Resolution

5(3) The Parties agree that if any dispute or difference ("dispute") arises during the course of this Agreement, it will, subject to clause 5(3) be dealt with in this way:

- a) the Party claiming that there is a dispute will send to the other Party a notice setting out the nature of the dispute;
- b) the Parties will try to resolve the dispute by direct negotiation by persons to whom the Parties have given authority to resolve the dispute;
- c) the Parties have 10 Business Days from the sending of the notice to resolve the dispute or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure;
- d) if:
 - the dispute is not resolved; or
 - there is a submission to mediation or some other form of alternative dispute resolution procedure, and the dispute is not resolved within 15 Business Days of that submission, or an extended time that the Parties agreed in writing before the expiration of the 15 Business Days,

then either Party may start legal proceedings.

- 5(4) The Parties must continue to perform their obligations during a dispute. Even though there may be a dispute, each Party must continue to perform its obligations under this Agreement.

When this clause 5(3) does not apply:

If a Party seeks urgent interlocutory relief^{f11} from a court, that Party does not need to follow the dispute resolution procedures set out in this clause.

Interlocutory relief occurs where, following application by a party, the court makes a preliminary order for urgent relief prior to the court deciding the case and a final order being made.

EXECUTED as an agreement.

Signed for and on behalf of **Commonwealth of Australia** by **MINISTER FOR FAMILIES, HOUSING, COMMUNITY SERVICES AND INDIGENOUS AFFAIRS, the HONOURABLE J MACKLIN,**

in the presence of:

(Signature of Minister)

The HONOURABLE J MACKLIN

(Name of Minister)

(Signature of Witness)

(Name of Witness in full)

Signed for and on behalf of **NEW SOUTH WALES** by the Hon Kristina Keneally MP, Minister for Disability Services

in the presence of:

(Signature of Minister)

(Name of Minister)

(Signature of Witness)

(Name of Witness in full)

SCHEDULE 1

In accordance with clause 3(1) of this Bilateral Agreement, the parties agree to provide the following funds for the purposes set out in Part 3 of this Agreement in regard to additional Specialist Disability Services:

	2008-09	2009-10	2010-2011	2011-12	TOTAL Over 4 Years
Australian Government	34.48	55.71	88.79	124.53	303.51
New South Wales Government	45.02	70.92	93.79	93.79	303.51

SCHEDULE 2

Comment [GF1]: Some amounts in this schedule differ from figures previously provided to NSW (eg. Central Coast Alternative Care Group and Flintwood Disability Services Inc.)

NSW - Respite service capacity building transfer to States

ANNEXURE A

State	Service_Name	HACC_Region	2007/08 Funding (Already paid by Commonwealth)	Amount of 2008/09 funds retained by FaHCSIA for July 08 Milestone Payment	Residual 2008/09 funding to be transferred to State/Territory	2009/10 funding to be transferred to State/Territory	Total funding to be Transferred to State/Territory	End Date of Funding Agreement
NSW	Australian Foundation for Disability	Cumberland/Prospect	\$169,034.95	\$40,694.79	\$122,084.38	\$168,185.88	\$290,270.26	30/10/2010
NSW	Central Coast Alternative Care Group Ltd	Central Coast	\$85,398.00	\$14,655.00	\$43,965.00	\$42,500.00	\$86,465.00	30/10/2010
NSW	Civic Disability Services Ltd	South East Sydney	\$157,000.00	\$37,000.00	\$111,000.00	\$144,000.00	\$255,000.00	30/10/2010
NSW	Creating Links Cooperative Ltd.	South West Sydney	\$65,638.00	\$16,082.75	\$48,248.25	\$67,411.00	\$115,659.25	30/10/2010
NSW	Family Resource and Network Support Incorporated	Inner West	\$102,340.00	\$23,397.75	\$70,193.25	\$95,608.00	\$165,801.25	30/10/2010
NSW	Flintwood Disability Services Inc.	Cumberland/Prospect	\$250,400.00	\$33,375.00	\$100,125.00	\$116,100.00	\$216,225.00	30/10/2010
NSW	Greenacres Disability Services	Illawarra	\$192,000.00	\$38,500.00	\$115,500.00	\$154,000.00	\$269,500.00	30/10/2010

NSW	Hunter Integrated Care Inc	Hunter	\$125,548.00	\$20,088.25	\$60,264.75	\$70,088.00	\$130,352.75	30/10/2010
NSW	Hunter Integrated Care Inc	Mid North Coast	\$125,548.00	\$20,088.25	\$60,264.75	\$70,088.00	\$130,352.75	30/10/2010
NSW	Hunter Integrated Care Inc	New England	\$125,548.00	\$20,088.25	\$60,264.75	\$70,088.00	\$130,352.75	30/10/2010
NSW	Illawarra Disability Trust	Illawarra	\$250,000.00	\$37,500.00	\$112,500.00	\$75,000.00	\$187,500.00	30/10/2010
NSW	Illawarra Disability Trust	South West Sydney	\$250,000.00	\$37,500.00	\$112,500.00	\$75,000.00	\$187,500.00	30/10/2010
NSW	Kempsey Respite Services Incorporated	Mid North Coast	\$89,000.00	\$12,975.00	\$38,925.00	\$39,500.00	\$78,425.00	30/10/2010
NSW	Lismore Challenge Limited	Far North Coast	\$94,500.00	\$22,750.00	\$68,250.00	\$66,000.00	\$134,250.00	30/10/2010
NSW	McCall Gardens Community Ltd	Cumberland/ Prospect	\$132,653.06	\$46,039.85	\$138,119.54	\$183,187.56	\$321,307.10	30/10/2010
NSW	Ningana Enterprises Inc	Riverina/ Murray	\$56,700.00	\$4,550.00	\$13,650.00	\$10,700.00	\$24,350.00	30/10/2010
NSW	Skills Innovative Training Enterprise Incorporated	Riverina/ Murray	\$217,180.00	\$29,782.00	\$89,346.00	\$89,440.00	\$178,786.00	30/10/2010
NSW	The Ella Community Centre	Inner West	\$172,297.30	\$40,962.84	\$122,888.51	\$163,851.35	\$286,739.86	30/10/2010
NSW	The Junction Works Inc	South West Sydney	\$160,791.00	\$41,669.75	\$125,009.25	\$172,530.00	\$297,539.25	30/10/2010
NSW	The Lorna Hodgkinson Sunshine Home	Northern Sydney	\$237,583.00	\$31,395.75	\$94,187.25	\$124,083.00	\$218,270.25	30/10/2010

NSW	The Northcott Society	Cumberland/ Prospect	\$145,583.00	\$28,583.25	\$85,749.75	\$114,333.00	\$200,082.75	30/10/2010
NSW	The Northcott Society	Far North Coast	\$140,883.00	\$27,408.25	\$82,224.75	\$109,633.00	\$191,857.75	30/10/2010
NSW	The Northcott Society	Illawarra	\$140,883.00	\$27,408.25	\$82,224.75	\$109,633.00	\$191,857.75	30/10/2010
NSW	The Northcott Society	Mid North Coast	\$140,883.00	\$27,408.25	\$82,224.75	\$109,633.00	\$191,857.75	30/10/2010
NSW	The Northcott Society	Nepean	\$140,883.00	\$27,408.25	\$82,224.75	\$109,633.00	\$191,857.75	30/10/2010
NSW	The Northcott Society	New England	\$145,583.00	\$28,583.25	\$85,749.75	\$114,333.00	\$200,082.75	30/10/2010
NSW	The Northcott Society	Riverina/ Murray	\$145,583.00	\$28,583.25	\$85,749.75	\$114,333.00	\$200,082.75	30/10/2010
NSW	The Northcott Society	South West Sydney	\$140,883.00	\$27,408.25	\$82,224.75	\$109,633.00	\$191,857.75	30/10/2010
NSW	The Northcott Society	Southern Highlands	\$140,883.00	\$27,408.25	\$82,224.75	\$109,633.00	\$191,857.75	30/10/2010
NSW	The Spastic Centre of NSW	Central West	\$166,666.67	\$41,666.67	\$125,000.00	\$166,666.66	\$291,666.66	30/10/2010
NSW	The Spastic Centre of NSW	Hunter	\$166,666.67	\$41,666.67	\$125,000.00	\$166,666.66	\$291,666.66	30/10/2010
NSW	The Spastic Centre of NSW	Northern Sydney	\$166,666.67	\$41,666.67	\$125,000.00	\$166,666.66	\$291,666.66	30/10/2010
NSW	The Spastic Centre of NSW	South West Sydney	\$166,666.67	\$41,666.67	\$125,000.00	\$166,666.66	\$291,666.66	30/10/2010

NSW	The Trustees of the Roman Catholic Church of the Diocese of Broken Bay	Central Coast	\$79,495.00	\$11,003.25	\$33,009.75	\$25,138.00	\$58,147.75	30/10/2010
NSW	The Uniting Church in Australia Property Trust NSW	Central West	\$261,700.96	\$41,018.69	\$123,056.06	\$74,224.29	\$197,280.35	30/10/2010
NSW	The Westhaven Association	Orana/Far West	\$131,020.00	\$5,788.75	\$17,366.25	\$12,535.00	\$29,901.25	30/10/2010
NSW	The Wheelchair & Disabled Association of Australia	Cumberland/Prospect	\$186,984.00	\$36,743.50	\$110,230.50	\$136,984.00	\$247,214.50	30/10/2010
NSW	The Wheelchair & Disabled Association of Australia	Hunter	\$187,804.00	\$38,190.00	\$114,570.00	\$154,269.00	\$268,839.00	30/10/2010
NSW	The Wheelchair & Disabled Association of Australia	Inner West	\$186,984.00	\$36,743.50	\$110,230.50	\$136,984.00	\$247,214.50	30/10/2010
NSW	The Wheelchair & Disabled Association of Australia	Mid North Coast	\$187,804.00	\$38,190.00	\$114,570.00	\$154,269.00	\$268,839.00	30/10/2010
NSW	The Wheelchair & Disabled Association of Australia	Nepean	\$186,984.00	\$36,743.50	\$110,230.50	\$136,984.00	\$247,214.50	30/10/2010
NSW	The Wheelchair & Disabled Association of Australia	Northern Sydney	\$186,984.00	\$36,743.50	\$110,230.50	\$136,984.00	\$247,214.50	30/10/2010
NSW	The Wheelchair & Disabled Association of Australia	South East Sydney	\$186,984.00	\$36,743.50	\$110,230.50	\$136,984.00	\$247,214.50	30/10/2010
NSW	The Wheelchair & Disabled Association of Australia	South West Sydney	\$186,984.00	\$36,743.50	\$110,230.50	\$136,984.00	\$247,214.50	30/10/2010

NSW	Trustees of the Roman Catholic Church Diocese of Lismore	Far North Coast	\$157,869.00	\$32,790.50	\$98,371.50	\$133,924.00	\$232,295.50	30/10/2010
NSW	Tweed Valley Respite Service Inc	Far North Coast	\$167,439.36	\$41,252.21	\$123,756.63	\$167,551.80	\$291,308.43	30/10/2010
Total uncommitted funds					\$68,135.46	\$516,216.64	\$584,352.10	
Total Transfer Funds					\$4,312,102.09	\$5,724,856.16	\$10,036,958.25	

NSW - Respite Service Capacity Building for Older Carers transfer to States

SCHEDULE 3

In accordance with clause 3B(1) of this Bilateral Agreement, the parties agree to provide the following funds for the purposes set out in Part 3 of this Agreement Targeted Support Services:

	2008- 09	2009-10	2010-11	2011-12
Total Individual Support/Allowances	\$1,640,074	\$1,640,074	\$1,640,074	\$1,640,074
Start-up and Ongoing Administrative Costs including incentive payment referenced at 2A(3)	\$614,147	\$539,037	\$466,931	\$478,948
Funds for transfer	\$2,254,221	\$2,179,111	\$2,107,005	\$2,119,022

BS Outlet	Client id	TS Provider	Approved Support Costs	Approved Allowance	Total	Summary of Support
Ability Options	1-FI20H	Ability Options - Lifestyle Enhancement Program	\$12,230.00	\$693.00	\$12,923.00	5 days per week
Challenge Disability Services Ltd	1-76-14962	Challenge Community Access Program - Kent St	\$18,150.00	\$2,602.60	\$20,753.00	5 days per week
	1-76-14914	Challenge Community Access Program - Kent St	\$14,550.00	\$2,620.80	\$17,171.00	5 days per week
	1-76-14944	Challenge Community Access Program - Kent St	\$14,800.00	\$2,345.00	\$17,145.00	5 days per week
	1-76-14915	Challenge Community Access Program - Kent St	\$12,000.00	\$1,011.00	\$13,011.00	02.50 days per week
Coastal Disability Services Ltd	1-76-14963	Coastal Disability Services - Coinda	\$12,000.00	\$1,638.00	\$13,638.00	3 days per week
Cumberland Industries Ltd	1-76-533	Eurella Community Services	\$16,962.48	\$2,563.92	\$19,526.00	5 days per week
	1-76-16585	HADPAC	\$7,850.88	\$1,487.76	\$9,339.00	3 days per week
Delando Corporation Ltd	1-76-3283	Delando Corporation Ltd	\$14,854.90	\$780.00	\$15,634.90	25 hours per week

	1-76-3253	Delando Corporation Ltd	\$14,854.90	\$780.00	\$15,634.90	25 hours per week
	1-76-3254	Delando Corporation Ltd	\$14,594.90	\$1,040.00	\$15,634.90	12 hours per week
	1-76-3252	Delando Corporation Ltd	\$14,854.90	\$780.00	\$15,634.90	20 hours per week
	1-76-3272	Delando Corporation Ltd	\$14,854.90	\$780.00	\$15,634.90	20 hours per week
	1-76-3240	Delando Corporation Ltd	\$12,322.50	\$3,312.40	\$15,634.90	20 hours per week
	1-76-3261	Delando Corporation Ltd	\$14,594.90	\$1,040.00	\$15,634.90	12 hours per week
	1-76-3285	Delando Corporation Ltd	\$14,594.90	\$1,040.00	\$15,634.90	12 hours per week
	1-76-3289	Delando Corporation Ltd	\$14,854.90	\$780.00	\$15,634.90	16 hours per week
	1-76-3270	Delando Corporation Ltd	\$14,594.90	\$1,040.00	\$15,634.90	10 hours per week
	1-76-3262	Delando Corporation Ltd	\$14,594.90	\$1,040.00	\$15,634.90	10 hours per week
Disability Services Australia Ltd	1-76-3562	East Hill Day Services	\$23,230.00	\$1,279.20	\$24,509.00	3 days per week
	1-76-701	Warrah Day Services	\$25,745.00	\$3,112.72	\$28,858.00	4 days per week
Eurella Community Services	1-76-14670	Eurella Community Services	\$19,140.00	\$858.00	\$19,998.00	5 days per week

	1-76-3892	Studio Artes	\$8,256.84	\$1,643.16	\$9,900.00	5 days per week
	1-76-14619	Eurella Community Services	\$19,469.64	\$528.36	\$19,998.00	5 days per week
	1-76-3820	Eurella Community Services	\$8,250.72	\$749.28	\$9,000.00	5 days per week
	1-76-14625	Eurella Community Services	\$19,678.56	\$319.44	\$19,998.00	5 days per week
	1-76-14663	Eurella Community Services	\$19,140.00	\$858.00	\$19,998.00	5 days per week
	1-76-1665	Eurella Community Services	\$19,140.00	\$858.00	\$19,998.00	5 days per week
	1-76-14662	Eurella Community Services	\$19,712.04	\$285.96	\$19,998.00	3 days per week
	1-76-14669	Eurella Community Services	\$19,179.00	\$819.00	\$19,998.00	5 days per week
	1-76-14624	Eurella Community Services	\$19,682.36	\$314.64	\$19,997.00	5 days per week
Handicapped Childrens Centre New South Wales	1-76-4524	HCC - Sylvanvale	\$14,169.30	\$1,719.90	\$15,889.00	22.50 hours per week
	1-76-2165	HCC - Sylvanvale	\$12,753.60	\$3,135.60	\$15,889.00	30.00 hours per week
	1-76-4523	HCC - Sylvanvale	\$14,087.40	\$1,801.80	\$15,889.00	21.00 hours per week
	1-76-4510	HCC - Sylvanvale	\$13,486.80	\$2,402.40	\$15,889.00	30.00 hours per

						week
	1-76-4508	HCC - Sylvanvale	\$13,787.10	\$2,102.10	\$15,889.00	26.25 hours per week
	1-76-4487	HCC - Sylvanvale	\$13,759.80	\$2,129.40	\$15,889.00	26.25 hours per week
	1-76-4484	HCC - Sylvanvale	\$13,486.80	\$2,402.40	\$15,889.00	30.00 hours per week
	1-76-4517	HCC - Sylvanvale	\$10,682.70	\$5,206.50	\$15,889.00	37.50 hours per week
	1-76-1481	HCC - Sylvanvale	\$14,234.82	\$1,654.38	\$15,889.00	21.00 hours per week
	1-76-4526	HCC - Sylvanvale	\$12,223.20	\$3,666.00	\$15,889.00	30.00 hours per week
	1-76-2166	HCC - Sylvanvale	\$14,447.76	\$1,441.44	\$15,889.00	18.00 hours per week
	1-76-4512	HCC - Sylvanvale	\$14,357.54	\$1,531.66	\$15,889.00	15.75 hours per week
	1-76-4482	HCC - Sylvanvale	\$13,486.80	\$2,402.40	\$15,889.00	30.00 hours per week
Inala	1-76-2833	Dulkara	\$8,814.32	\$436.80	\$9,251.00	5 days per week
	1-76-3886	Centacare Day Program	\$9,170.00	\$873.00	\$10,043.00	3 days per week
	1-76-2854	Dulkara	\$9,700.00	\$574.42	\$10,274.00	3 days per week
	1-76-2853	Dulkara	\$22,000.00	\$1,122.00	\$23,122.00	5 days per week
	1-76-2837	Dulkara	\$9,700.00	\$730.62	\$10,431.00	5 days per

						week
	1-76-2841	Dulkara	\$14,550.00	\$874.94	\$15,425.00	3 days per week
Kalianna Enterprises Inc	1-76-14881	Kalianna	\$10,447.50	\$2,333.76	\$12,781.00	4 days per week
	1-76-14901	Kalianna	\$14,417.04	\$1,182.96	\$15,600.00	2 days per week
Lorna Hodgkinson Sunshine Home Targeted Support	1-76-2751	Lorna Hodgkinson	\$10,920.00	\$859.04	\$11,779.00	5 days per week
	1-76-2760	Lorna Hodgkinson	\$13,200.00	\$859.04	\$14,059.00	9 days per fortnight
	1-76-2809	Lorna Hodgkinson	\$10,920.00	\$1,137.50	\$12,058.00	4 days per week
	1-76-2766	Lorna Hodgkinson	\$10,920.00	\$859.04	\$11,779.00	5 days per week
	1-76-2755	Lorna Hodgkinson	\$9,000.00	\$1,137.50	\$10,138.00	5 days per week
	1-76-2805	Lorna Hodgkinson	\$9,000.00	\$1,137.50	\$10,138.00	5 days per week
Nambucca Valley Phoenix Arts Collective	1-76-14511	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.
	1-76-14487	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed.

						Original TS price/head of \$9000.
	1-TUZPJ	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.
	1-76-14486	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.
	1-76-14481	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.
	1-G4G10	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.

	1-76-14474	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.
	1-76-14475	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.
	1-76-14514	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.
	1-1MQ0Q	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.
	1-76-14483	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original

						TS price/head of \$9000.
	1-76-14516	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.
	1-76-14515	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.
	1-76-14509	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.
	1-76-14508	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.

	1-76-14518	Nambucca Valley Phoenix Arts Collective	\$9,000.00	\$0.00	\$9,000.00	Whole outlet transfer - support hours not prescribed. Original TS price/head of \$9000.
The Crowle Foundation Ltd	1-76-3867	The Crowle Foundation Ltd	\$14,562.06	\$1,165.00	\$15,727.00	2 days per week
	1-76-2843	The Crowle Foundation Ltd	\$15,727.06	\$1,092.00	\$16,819.00	30.00 hours per week
	1-76-14570	The Crowle Foundation Ltd	\$27,799.00	\$3,478.80	\$31,278.00	30.00 hours per week
	1-76-14591	The Crowle Foundation Ltd	\$14,026.66	\$1,700.40	\$15,727.00	30.00 hours per week
	1-76-14582	The Crowle Foundation Ltd	\$13,792.66	\$1,934.40	\$15,727.00	30.00 hours per week
	1-76-14553	The Crowle Foundation Ltd	\$20,122.78	\$2,511.60	\$22,634.00	30.00 hours per week
	1-76-14579	The Crowle Foundation Ltd	\$14,011.06	\$1,716.00	\$15,727.00	30.00 hours per week
	1-76-14556	The Crowle Foundation Ltd	\$14,863.06	\$864.00	\$15,727.00	30.00 hours per week
	1-76-14574	The Crowle Foundation Ltd	\$14,204.50	\$1,522.56	\$15,727.00	24.00 hours per week
	1-76-14550	The Crowle Foundation Ltd	\$12,825.46	\$2,901.60	\$15,727.00	30.00 hours per week

	1-76-14592	The Crowle Foundation Ltd	\$14,479.06	\$1,248.00	\$15,727.00	24.00 hours per week
	1-76-14593	The Crowle Foundation Ltd	\$13,823.86	\$1,903.20	\$15,727.00	30.00 hours per week
	1-76-14562	The Crowle Foundation Ltd	\$13,792.66	\$1,934.40	\$15,727.00	30.00 hours per week
	1-76-14581	The Crowle Foundation Ltd	\$13,979.86	\$1,747.20	\$15,727.00	30.00 hours per week
	1-76-14542	The Crowle Foundation Ltd	\$32,629.50	\$3,160.00	\$35,790.00	30.00 hours per week
	1-76-14566	The Crowle Foundation Ltd	\$13,012.66	\$2,714.40	\$15,727.00	30.00 hours per week
	1-76-14564	The Crowle Foundation Ltd	\$13,621.06	\$2,106.00	\$15,727.00	30.00 hours per week
Thorndale Foundation Ltd	1-76-14646	Thorndale Foundation Ltd	\$12,106.00	\$676.00	\$12,782.00	32.50 hours per week
	1-76-14606	Thorndale Foundation Ltd	\$12,376.40	\$405.60	\$12,782.00	19.50 hours per week
	1-76-14586	Thorndale Foundation Ltd	\$11,879.54	\$902.46	\$12,782.00	19.50 hours per week
	1-76-14641	Thorndale Foundation Ltd	\$12,241.20	\$540.80	\$12,782.00	26.00 hours per week
	1-76-14629	Thorndale Foundation Ltd	\$12,376.40	\$405.60	\$12,782.00	19.50 hours per week
	1-76-14632	Thorndale Foundation	\$11,227.20	\$1,554.80	\$12,782.00	32.50 hours per

		Ltd				week
TSC Wetherill Park	1-76-4437	DSA Community Support Services	\$13,061.00	\$3,882.53	\$16,944.00	2 days per week
	1-1K1T4	Minimbah Challenge Inc at Marsfield	\$18,720.00	\$3,882.53	\$22,603.00	2 days per week
	1-76-4426	TSC Retirement Project	\$22,320.00	\$3,882.53	\$26,203.00	3 days per week
	1-76-4448	TSC Retirement Project	\$22,320.00	\$3,882.53	\$26,203.00	3 days per week
	1-76-4406	TSC Retirement Project	\$22,320.00	\$3,882.53	\$26,203.00	3 days per week
	1-76-4454	HADPAC	\$10,549.50	\$3,882.53	\$14,432.00	3 days per week
	1-76-4421	TSC Retirement Project	\$14,880.00	\$3,882.53	\$18,763.00	2 days per week
	1-76-4450	TSC Retirement Project	\$22,320.00	\$3,882.53	\$26,203.00	3 days per week
	1-76-4431	TSC Community Access	\$15,800.00	\$3,882.53	\$19,683.00	2 days per week
			\$1,482,231.70	\$157,841.93	\$1,640,073.60	