

**RESIDENTIAL CARE AGREEMENT
ROSEVALE COURT**

DATED / /

JORONCO PTY LTD

("The Provider")

and

.....
(HERE COMPLETE THE NAME OF THE RESIDENT)

("The Resident")

RESIDENTIAL CARE AGREEMENT

IMPORTANT NOTICE: Prospective Residents or their Representatives may ask for any assistance from the Provider to understand the information contained in this Agreement. Prospective Residents or their Representatives are also completely at liberty to, and are encouraged to, seek professional assistance to fully understand this Agreement. Advocacy Services, which can be accessed free of charge, are detailed at Attachment Three of the Agreement.

Privacy Statement

This organization respects and upholds individuals' rights to privacy protection under the National Privacy Principles contained in the Privacy Amendment (Private Sector) Act 2000. The National Privacy Principles apply to this organization from their introduction on 21st December 2001. More information on our privacy policy is available from our office

Note to the Person Completing this Form:

Please ensure the final page is completed and signed by the Provider or the Provider's Agent.

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RESIDENTIAL CARE AGREEMENT

THIS AGREEMENT is made on the date set out in Item 1 of the Main Details

BETWEEN: The entity named in Item 2 of the Main Details
("the Provider")

AND: The person or persons named in Item 3 of the Main Details
("the Resident")

RECITALS

- A. The Provider operates the Care Facility.
- B. The Resident wishes to be provided with Residential Care and Accommodation at the Care Facility. The Provider has agreed to provide to the Resident in the Care Facility, Residential Care and Accommodation.
- C. The parties have determined to reduce to writing the terms of their agreements concerning the provision by the Provider to the Resident, of Residential Care and Accommodation in the Care Facility as set out in this agreement.

MAIN DETAILS

FUNDING

The place being offered to the resident is a "funded place"
 an "unfunded place"

If the offered place is an "unfunded place", please see Clause 25 in the Residential Care Agreement for important information.

ITEM

1. **DATE OF AGREEMENT:** Theday of 20

2. **PROVIDER:** **JORONCO PTY LTD**
537 Cleveland Redland Bay Road
VICTORIA POINT QLD 4165
Telephone (07) 3820 8700
Facsimile (07) 3820 8711

3. **RESIDENT:** Name
Address
.....
Telephone

4. **RESIDENT'S REPRESENTATIVE:**

Name

Address

.....

.....

Telephone

Facsimile

5. **RESIDENT'S ENDURING POWER OF ATTORNEY/
AUTHORISED GUARDIAN:**

Name

Address

.....

.....

Telephone

Facsimile

6. **CARE FACILITY:** Name **ROSEVALE COURT**
 Address 537 Cleveland Redland Bay Road
 VICTORIA POINT QLD 4165

Telephone (07) 3820 8700
 Facsimile (07) 3820 8711
 Approval No. 5348 N

7. **DATE OF START OF
PRE-ENTRY LEAVE**

8. **DATE OF ENTRY:**

9. **INITIAL DAILY RESIDENT FEES & CHARGES**

Basic Daily Care Fee		\$
(As set by the Australian Government – either \$33.41 or \$41.61/day)		
Plus	Income-Tested Fees (ITFs)	(ITFs start 28 days after entry)
	Compensation Payment Adjustment
	Accommodation Charge
	Periodic Payment
	“Unfunded Places” Fee or Other Agreed Amount
	Extra Service Amount
Total		\$
Less	Hardship Supplement
	Any Permanent Rebate or Fee Reduction
Total Initial Daily Resident Fees & Charges		\$

Notes: These are initial fees only. All fees & charges may be subject to CPI and/or other increases, as specified in this Residential Care Agreement.
 Where an Extra Services Amount is specified above, this identifies that an Extra Services place has been offered and accepted. Please see Clause 22 for details.

Note re: Income-Tested Fees (ITFs)

In addition to the Initial Daily Resident Fees & Charges shown on Page 5, an Income-Tested Fee (ITF) may also be chargeable.

The ITF will not usually have been calculated as at date of entry to the Care Facility. The figure is determined by the Commonwealth **after** a Resident's admission. The ITF does not commence until 28 days **after** admission as a permanent resident. If the Commonwealth has not yet advised the Resident and the Provider of the ITF at that time, an estimate may be charged to the Resident until the final figure is known, at which time the Provider will reconcile the fees charged and detail an adjusting balance, as appropriate.

10. **INTEREST RATE:** % p.a.

(Applicable to Periodic Payments and outstanding Lump Sum Payments, or any other outstanding fees and charges, except outstanding Accommodation Charges. Accommodation Charge interest rates are specified at Item 18, below.)

***ITEMS 11 TO 15 ONLY APPLY TO PERSONS PAYING AN ACCOMMODATION BOND,
WHETHER BY LUMP SUM, BY PERIODIC PAYMENT OR BY A COMBINATION OF BOTH.***

11. **ACCOMMODATION BOND ELECTION**

The Resident may elect to pay the Accommodation Bond:

- (i) in one lump sum;
- (ii) wholly by periodic payments; or
- (iii) partly by lump sum and partly by periodic payments.

The Resident advises that the Resident has elected to pay the Accommodation Bond as at the Date of Entry

.....
(Here insert one of the elections.)

In accordance with the Resident's Election, detailed at Clause 11, above, please complete **just one** of the following Item 12, 13 or 14:

12. **LUMP SUM PAYMENT**

12.1 If the Resident elects to pay the Accommodation Bond in one lump sum, the whole of the Accommodation Bond must be paid no later than six (6) months from the Date of Entry.

12.2 The total lump sum is \$.....

12.3 The due date for payment of the lump sum payment is .../...../.....
(ie. The Date of Entry)

12.4 The Interest Rate is charged on the lump sum payment from the Date of Entry and will accrue against the lump sum whilst the lump sum remains outstanding for a period of up to six (6) months from the Date of Entry. However, **if** the lump sum is paid in full withindays of the Date of Entry, any accrued interest will be waived.

12.5 The amount of interest which has accrued against the outstanding lump sum for a period of up to six (6) months from the Date of Entry is to be either:

(i) deducted from the lump sum when the lump sum is paid

or

(ii) paid **in addition to** the lump sum at the time of paying the lump sum

or

(iii) (at Resident's request only) paid fortnightly/monthly by the resident
(Specify either (i),(ii) or (iii) by ticking **one** box only)

12.6 The Interest Rate is also chargeable on the lump sum if it is not paid by six (6) months after the Date of Entry. This interest is payable only after the lump sum has been outstanding for one (1) month and one (1) day **after** the passing of six (6) months from the Date of Entry and is payable fortnightly/monthly in advance until the lump sum has been paid.

12.7 The amount of each Retention Amount to be deducted from the lump sum is \$...../day or \$month.

12.8 The amount of each Retention Amount is to be deducted from the lump sum for a period ofmonths from the Date of Entry.

12.9 (Optional Deposit) The resident has agreed to pay an amount of \$..... as at Date of Entry or by .../ .../ ... as partial payment of the Accommodation Bond lump sum. This reduces the amount of interest which would otherwise be payable and accrued on the outstanding lump sum by the applicable interest on this partial lump sum payment.

OR

13. PERIODIC PAYMENTS

13.1 The total outstanding Lump Sum Equivalent is \$

13.2 The due date for commencement of periodic payments is..... / /(i.e.The Date of Entry).

13.3 The periodic payment is \$/day and is shown in Item 9 of the Main Details.

13.4 The amount of the periodic payment representing the Retention Amount is \$...../day.

13.5 The amount of the periodic payment representing the Retention Amount will be charged for a period of months from the Date of Entry. After that time, the Resident will continue to be charged the amount of the periodic payment which represents interest at the Interest Rate only.

13.6 The amount of the periodic payment representing interest at the Interest Rate is \$/day.

OR

14. LUMP SUM PLUS PERIODIC PAYMENTS

14.1 If the Resident elects to pay the Accommodation Bond partly by a lump sum and partly by periodic payments, the lump sum payment must be paid on or before six (6) months from the Date of Entry. In addition, periodic payments are to be paid from the Date of Entry on the outstanding Lump Sum Equivalent.

General

- 14.2 The total Accommodation Bond is the sum of the lump sum payment **plus** the outstanding Lump Sum Equivalent.
- 14.3 The amount to be paid as a lump sum payment is \$
- 14.4 The outstanding Lump Sum Equivalent is \$

Lump Sum

- 14.5 The due date for payment of the lump sum payment is/...../..... .
(ie. The Date of Entry)
- 14.6 The Interest Rate is charged on the lump sum payment from Date of Entry and will accrue against the lump sum whilst the lump sum remains outstanding for a period of up to six (6) months from the Date of Entry. However, if the lump sum is paid in full within days of the Date of Entry, any accrued interest will be waived.
- 14.7 The amount of interest which has accrued against the outstanding lump sum for a period of up to six (6) months from the Date of Entry is to be either:
 - (i) deducted from the lump sum when the lump sum is paid
 - or
 - (ii) paid in addition to the lump sum at the time of paying the lump sum
 - or
 - (iii) (at Resident's request only) paid fortnightly/monthly by the resident
(Specify either (i),(ii) or (iii) by ticking **one** box only)
- 14.8 The Interest Rate is also chargeable on the lump sum if it is not paid by six (6) months after the Date of Entry. This interest is payable only after the lump sum has been outstanding for one (1) month and one (1) day **after** the passing of six (6) months from the Date of Entry and is payable fortnightly/monthly in advance until the lump sum has been paid.
- 14.9 The amount of each Retention Amount to be deducted where this is to be deducted from the lump sum is \$/day or \$/month
- 14.10 The amount of each Retention Amount is to be deducted from the lump sum for a period of months from Date of Entry.
- 14.11 (Optional Deposit) The resident has agreed to pay an amount of \$..... as at Date of Entry or by / ... / ... as partial payment of the Accommodation Bond lump sum. This reduces the amount of interest which would otherwise be payable and accrued on the outstanding lump sum by the applicable interest on this partial lump sum payment.

Periodic Payment

- 14.12 The due date for commencement of periodic payments is..... //
(i.e. The Date of Entry)
- 14.13 The periodic payment is \$/day and is shown in Item 9 of the Main Details.
- 14.14 The amount of the periodic payment representing the Retention Amount is \$...../day.
- 14.15 The amount of the periodic payment representing the Retention Amount will be charged for a period of months from date of entry. After that time, the Resident will continue to be charged the amount of the periodic payment which represents interest at the Interest Rate only.
- 14.16 The amount of the periodic payment representing interest at the Interest Rate is \$/day.

15. RESIDENT FEES WITHDRAWN FROM THE ACCOMMODATION BOND

A Resident may request and the Provider may agree to leave part of the Daily Resident Fees unpaid and agree to instead withdraw part of the Daily Resident Fees from the Accommodation Bond lump sum balance. This option is to assist a Resident to meet the cost of fees. By using this option, the Accommodation Bond Balance otherwise payable to a Resident or their estate on departure or death will be reduced by the agreed amount shown below. Any Resident may ask that this option be made available. The Provider has absolute discretion in respect of whether they will accept making this option available and in respect of the amount that will be accepted. Any such agreement is detailed below:

15.1 An amount of \$...../day or \$...../fortnight or \$...../month of Resident Fees is agreed to be withdrawn from the Accommodation Bond lump sum balance **in lieu of** being paid by the Resident as regular Resident Fees payments.

15.2 Should the Resident be accommodated in the Care Facility for such a period that their entire Accommodation Bond lump sum balance is exhausted by withdrawals under Item 15.1; by Accommodation Bond Retention Amounts; by interest accruals or payments; and/or by other amounts payable under this Agreement, then either:

(i) the Resident must thereafter pay the amount specified in Item 15.1 as a regular Resident Fees payment

or

(ii) the amount specified in Item 15.1 will thereafter be waived

*(Specify either (i) or (ii) above by ticking one box only **and** initialing beside the box)*

15.3 This agreement detailed in Items 15.1, and 15.2 will be void if the Accommodation Bond lump sum that has been agreed to be paid is not then paid in full within 6 months from the Date of Entry. If voided, then the full amount of Daily Resident Fees and Charges specified in Item 9 of the Main Details becomes immediately due and payable, effective from and backdated to the Date of Entry.

15.4 If the Resident dies or departs within 6 months from the Date of Entry and the lump sum remains unpaid, then the accumulated amounts under Item 15.1 are payable in addition to any other Accommodation Bond Retention Amount, interest and/or other amounts payable under this Agreement.

ITEMS 16 TO 19 APPLY ONLY TO PERSONS PAYING AN ACCOMMODATION CHARGE:

16. ACCOMMODATION CHARGE ELECTION

The Resident may agree with the Provider to pay the Accommodation Charge:

- (i) effective from Date of Entry,
- (ii) from an as yet unspecified later date, or
- (iii) from the Resident's estate.

The Resident and the Provider advise that they agree that the Resident is to pay the Accommodation Charge

.....

(Here insert one of the elections.)

17. ACCOMMODATION CHARGE

The Accommodation Charge is \$...../day and is shown in Item 9 of the Main Details.

18. **ACCOMMODATION CHARGE INTEREST**

Where the Resident and the Provider agree to defer payment of the Accommodation Charge or have the Accommodation Charge paid from the Resident's Estate, the Accommodation Charge will accrue to the Resident from the Date of Entry **plus** the Provider will be entitled to receive interest on all outstanding Accommodation Charges at a rate of % p.a.

19. **ACCOMMODATION CHARGE PERIOD**

The Accommodation Charge is payable by the Resident for:

- i) a period ofmonths from Date of Entry
- ii) for the resident's entire period of tenure in the Care Facility

*(Specify either (i) or (ii) above by ticking one box only **and** initialing beside the box)*

This Agreement includes the Main Details, the Operative Part and all Schedules and Attachments.

SIGNED for and on behalf of (**the Provider**)
in the presence of:

▲ (**The Provider**)

Date ____/____/____

▲ Signature of Witness

▲ Name of Witness (Print)

SIGNED by (**The Resident**)
in the presence of:

▲ (**The Resident**)

Date ____/____/____

▲ Signature of Witness

▲ Name of Witness (Print)

SIGNED by (**The Resident's Representative**)
in the presence of:

▲ (**The Resident's Representative**)

Date ____/____/____

▲ Signature of Witness

▲ Name of Witness (Print)

OPERATIVE PART

This agreement includes the Main Details and all schedules and attachments.

The parties agree that:

1. CALCULATION OF RESIDENT FEES

1.1 The provisions of this clause 1, clause 6, clause 8 and clause 22 set out the policies and practices that the Provider will follow in setting the Resident Fees that the Resident will be liable to pay to the Provider for the provision of Residential Care and the services to be provided to the Resident under this agreement.

1.2 The Resident must pay by way of Resident Fees to the Provider the maximum daily amount of resident fees worked out in accordance with the Act and the Principles from time to time, and being worked out as at the Date of Entry as follows:

- (a) the standard Resident contribution for the Resident :
- (b) the compensation payment reduction (if any) applicable to the Resident as worked out by reference to the Act
- (c) the daily income tested reduction (if any) applicable to the resident as worked out by reference to the Act
- (d) the amount of any hardship supplement (expressed as a daily amount) applicable to the Resident
- (e) the sum of any other amounts agreed upon between the Resident and the Care Provider in accordance with the User Rights Principles (which includes the Accommodation Charge whilst payable and such other amounts as may become payable pursuant to clause 1.10)
- (f) where it has been agreed to provide services to the Resident on an Extra Services basis, the amount of the Extra Service Amount (if any) that is specified in Item 9 in the Main Details

1.3 Resident Fees are payable fortnightly or monthly (as specified by the Provider) in advance by the Resident and will be calculated by multiplying the number of days in a month by the maximum daily amount of resident fees from time to time PROVIDED THAT the resident will not be required to pay Resident Fees for any period prior to the Date of Entry other than for a period starting on the later of:

- (a) the day on which the Resident was notified that there was a vacancy in the Care Facility; or
- (b) the day that is 7 days, or such other period as is mentioned in the Residential Care Subsidy Principles, before the Date of Entry

and ending on the Date of Entry.

- 1.4 Subject to the provisions of clauses 1.8 and 1.9, the Resident Fees payable by the Resident on the Date of Entry have been worked out on the basis of information available to the Provider and are, subject to recalculation, the daily amount described as Initial Resident Fees as set out in Item 9 of the Main Details.
- 1.5 Subject to the provisions of clause 1.7, Resident Fees will be payable during the Resident's occupancy (including any periods of leave as assessed under the Act) and will continue to be payable until the Resident has vacated the Care Facility together with all belongings.
- 1.6 The standard resident contribution amounts are determined by the Commonwealth and are subject to increases or decreases commensurate with movements in the rates for pensions and other entitlements, these pension and other entitlements rates currently being reviewed by the Commonwealth every six (6) months. These standard resident contribution amounts may also be changed for any other reason determined by the Commonwealth.
- 1.7 If the Resident is absent from the Care Facility for any reason other than continuous hospital leave of 30 days or more to the extent that any of the amounts otherwise payable to the Provider by the Commonwealth (including but not limited to the Residential Care Subsidy) ("Commonwealth Subsidies") in respect of the Resident ceases, the Resident will pay to the Provider, in addition to the Resident Fees otherwise payable by the Resident to the Provider, an amount equal to the Commonwealth Subsidies that would have been payable to the Provider had the Resident not been absent from the Care Facility.
- 1.8 If the Provider does not have all of the information required to work out the Resident Fees on the Date of Entry, the Resident or the Resident's Representative acknowledge that the Provider may work out the Resident Fees payable by the Resident on the basis of the information which the Provider has received and the Resident or the Resident's Representative will be responsible to pay to the Provider, promptly upon the relevant calculation being made, any shortfall in Resident Fees that would otherwise have been payable to the Provider had the accurate information been supplied to the Provider and used in the calculation of the Resident Fees.
- 1.9 Where Centrelink:
- (a) has the responsibility for assessing the Resident's income and determining the fees payable; and
 - (b) has made a determination Resident Fees should have been more than the amount charged by the Provider to the Resident,
- the Resident will pay to the Provider the amount of the underpayment within 1 month of the determination or, if there has been an overpayment of Resident Fees properly payable by the Resident the Provider will reduce the amount payable by the Resident for the month following the determination to the extent of any such overpayment.
- 1.10 If the Provider provides to the Resident services, equipment, aids, or medications, or other goods that are required specifically for the Resident and are not included in Schedule 1 or Schedule 5 (whichever is applicable), the Resident will be responsible for the cost of those items as payments additional to the Resident Fees under clause 1.2 (e).
- 1.11 If information provided by the Resident or the Resident's Representative or any person on his or her behalf which is used by the Provider to determine the Resident Fees payable under this agreement proves inaccurate, the Resident must reimburse the Provider for any loss of income relating to the Provider's reliance upon the inaccuracy and the Resident acknowledges that the Provider may recalculate the Resident Fees utilising the correct information.

- 1.12 If from time to time there shall occur any changes in the law that require or permit the Resident Fees to be worked out and charged in a manner different from the manner in which the Resident Fees payable by the Resident under this agreement at that time were calculated the Provider shall have the right to vary the manner in which the Resident Fees are worked out accordingly so that the Resident will at all times pay to the Provider not less than the maximum daily amount of resident fees worked out in accordance with the provisions of the Act, the Principles and this Agreement.
- 1.13 The Resident or the Resident's Representative acknowledges and agrees that if the Resident had previously entered residential care prior to the 20 March 2008 and had remained in residential care and had paid an accommodation bond of above \$137,500, and had not been discharged from permanent aged care for more than 28 days; the Resident fees would be higher than otherwise be the case because the subsidy payable by the Australian Government to the Provider would not include the accommodation supplement.
- 1.14 If the Resident dies or departs from the Care Facility any Resident Fees paid in advance must be refunded in accordance with the User Rights Principles.
- 1.15 Clause 8 sets out the calculation of Resident Fees relating to periods while the Resident is temporarily absent from the Care Facility.

2. COOLING OFF PERIOD

- 2.1 The Resident or the Resident's Representative may at any time within 14 days from the date of signing this agreement advise the Provider in writing that the Resident wishes to withdraw from the agreement.
- 2.2 Where the Provider receives a notice from the Resident or the Resident's Representative under clause 2.1:
- (a) this agreement will become void and;
 - (b) the Resident will be liable for the Resident Fees and charges payable for any period when the Resident was in the Care Facility (this will include any Resident Fees and other charges incurred in respect of the Resident's period of occupancy under this agreement); and
 - (c) the Provider will refund any other amount paid by the Resident under this agreement.

3. RESIDENTIAL CARE SERVICE

- 3.1 The Provider agrees to provide to the Resident Accommodation and Residential Care at the Care Facility during the period commencing on and from the Date of Entry for the lifetime of the Resident or such earlier date as this agreement is terminated in accordance with its terms.
- 3.2 The Resident's rights under this agreement are personal to the Resident and they may not be transferred.
- 3.3 Nothing in this agreement shall create any lease or tenancy in the Resident's favour nor shall the relationship of landlord and tenant exist between the Provider and the Resident.

- 3.4 The Resident will have the right, together with other Residents and authorised persons, to share the use and enjoyment of the communal areas, facilities and amenities of the Care Facility from time to time set aside by the Provider except to the extent that the Provider (acting reasonably) restricts use of those communal areas, facilities and amenities.
- 3.5 For the purposes of the Act and the Principles this agreement is entered into:
- (a) as a Resident Agreement; and
 - (b) to the extent relevant if an Accommodation Bond is payable, as an Accommodation Bond agreement; and
 - (c) where the Care Facility has Extra Service Status or where the Accommodation is provided in a distinct part of the Care Facility having Extra Service Status - as an Extra Service Agreement.

4. LEVEL OF CARE AND SERVICES

- 4.1 The Provider will provide the Resident with Accommodation and Residential Care in accordance with the Act and the Principles including the Quality of Care Principles and, where relevant, the Extra Services Principles from time to time and being as at the date of this agreement those of the care and services set out in Schedule 1 for which the Resident has need and to the extent that the Care Facility has Extra Service Status - Extra Services.
- 4.2 If:
- (a) the Resident is accorded a High Classification Level effective from the Date of Entry;
- or**
- (b) the Resident is accorded a Low Classification Level from the Date of Entry and is subsequently classified to a High Classification Level,

the Provider will provide to the Resident in the Care Facility that level of care and those services of which the Resident has need as are prescribed under the Act and the Quality of Care Principles from time to time for residents receiving a high level of residential care and being as at the Date of Entry those detailed in Schedule 1 Part 3.

- 4.3 The Resident authorises the Provider to undertake the appraisal of the needs for Residential Care of the Resident in accordance with the Resident's Classification Level and the relevant Department guidelines and to have the Resident's Classification Level determined by the Department, and the Resident agrees to pay Resident Fees calculated in accordance with the Classification Level determined.

5. ACCOMMODATION BOND

5.1 The Resident or the Resident's Representative acknowledges and agrees:

That any determination that the Resident has Concessional/Assisted/Supported Resident Status has been calculated in accordance with the provisions of the Act based upon the information the Resident or the Resident's Representative has provided to the provider in relation to the assets of the Resident as at the date of the agreement (including without limitation the information attached as Attachment Four) and, if the information so provided is inaccurate or revised by a Centrelink or DVA asset assessment, that (in addition to all and any other rights the Provider may have as a consequence) the Provider will calculate an Accommodation Bond plus Retention Amounts to be not less than the maximum amount that the Provider is permitted at law to charge to the Resident for the future and the Resident shall upon that calculation pay to the Provider any shortfall in "Retention Amounts" for the past from Date of Entry.

5.2 In addition to payment of the Resident Fees and the other charges payable under this agreement, the Resident must pay the Accommodation Bond (if any) calculated and payable in accordance with the provisions of Schedule 4.

5.3 The Accommodation Bond, Periodic Payment or combination of the two are detailed at Items 12, 13 and 14 of the Main Details.

5.4 If the Provider has not received Certification as at the Date of Entry then for the purposes of the provisions of Schedule 4 the term "Date of Entry" in Schedule 4 will mean the Date of Certification.

5.5 The Provider is entitled to any income which it earns from the amount(s) paid by the Resident in respect of the Accommodation Bond.

5.6 The Provider is entitled to deduct from the Accommodation Bond Balance from time to time:

- (a) Retention Amounts; and
- (b) amounts owing to the Provider under this agreement or an Extra Services Agreement; and
- (c) amounts worked out in accordance with the User Rights Principles, representing interest at the Interest Rate on the amounts referred to in paragraph (b) being at the date of this agreement interest for the period that begins on the day one month and one day after the day when the amount becomes payable under this agreement and ends on the earliest of the day when the amount owed is paid or the Care Facility ceases to provide Residential Care to the Resident.

5.7 The Provider is also entitled to the interest payable in accordance with Clause 9 and with the provisions of Schedule 4.

5.8 If the Resident gives the Provider enough information to decide the value of the Resident's assets, the Resident must be left with at least \$36,000 in assets after paying any Accommodation Bond.

5.9 It is a requirement of the Provider that no repayment of any part of the bond will be made to any representative of any deceased resident before a copy of a Grant of Probate, Letters of Administration or a Transfer Indemnity Guarantee from a major insurance underwriter in respect of the Resident's estate is received by the Provider.

6. ACCOMMODATION CHARGE

6.1 The Resident or the Resident's Representative acknowledges and agrees:

That the Accommodation Charge or Concessional/Fully Supported or Assisted/Partially Supported Resident Status (if no or a low Accommodation Charge has been calculated) has been calculated in accordance with the provisions of the Act based upon the information the Resident or the Resident's Representative has provided to the Provider in relation to the assets of the Resident as at the date of the agreement (including without limitation the information attached as Attachment Four) and, if the information so provided is inaccurate or revised by a Centrelink or DVA asset assessment, that (in addition to all and any other rights the Provider may have as a consequence) the Provider will recalculate (or calculate the Accommodation Charge for the first time if the Resident was previously assessed as having Concessional Resident Status) the Accommodation Charge to be not less than the maximum amount that the Provider is permitted at law to charge to the Resident for the future and the Resident shall upon that recalculation pay to the Provider any shortfall for the past.

6.2 Any Accommodation Charge payable by the Resident is detailed at Item 17 of the Main Details.

6.3 The Resident's capacity to pay an Accommodation Charge is determined following completion of Attachment Four by the Resident or the Resident's Representative.

6.4 The Accommodation Charge is payable from the Date of Entry:

i) for a maximum of five (5) years if the Resident first entered permanent residential care before 1 July 2004. Any period during which the Resident has paid the Accommodation Charge at any other Care Facility will be deducted from the maximum period for which the Resident is to pay an Accommodation Charge to the Provider

or

ii) for the Resident's entire period of tenure in the Care Facility if the Resident first entered permanent residential care on or after 1 July 2004

The Accommodation Charge period is detailed in Item 19 of the Main Details

6.5 The Resident may agree with the Provider to pay the Accommodation Charge:

- i) effective from the Date of Entry,
- ii) from an as yet unspecified later date or
- iii) from the Resident's estate.

6.6 Where the Resident and the Provider agree to defer payment of the Accommodation Charge or have the charge paid from the Resident's Estate the Accommodation Charge will accrue to the Resident from the Date of Entry **plus** the Provider will be entitled to receive interest on all outstanding Accommodation Charges at a rate twice the current base income deeming rate determined by Centrelink.

7. RESIDENT'S RIGHTS AND RESPONSIBILITIES

The following are some of the Resident's rights and responsibilities pursuant to the terms of the Act. It is not intended to be, nor should it be taken to be, an exhaustive list of all of the rights or responsibilities of the Resident:

- 7.1 The Provider will not use the Resident's Personal Information without the Resident's written consent other than:
- (a) for a purpose connected with the Residential Care to be provided to the Resident under this agreement;
 - (b) for the purpose for which the Personal Information was provided by the Resident or on the Resident's behalf;
 - (c) for a purpose connected with Residential Care to be provided by another care provider but only to the following extent:
 - (i) whether the Resident has agreed to pay an Accommodation Bond; and
 - (ii) if so, the amount agreed and, whether wholly or partly by periodic payments, the lump sum equivalent; and
 - (iii) the period remaining during which retention amounts may be deducted from the Resident Accommodation Bond balance; and
 - (iv) amounts owing that may be deducted from the Accommodation Bond balance;
 - (d) otherwise as may be required by law.
- 7.2 The Provider must observe and the Resident must observe the Charter of Residents Rights and Responsibilities defined in the Act and as contained in Schedule 2.
- 7.3 If the Resident or the Resident's Representative has asked a person acting for care recipients to assist the Resident, the Provider must allow that person to have access to the Care Facility at any time. The Provider must allow a person acting for an Authorised Body to have access to the facility during normal business hours or, if the Resident, or Resident's Representative has asked for a person acting for the authorised body to assist the Resident the Provider must allow that person to have access to the Care Facility at any time.
- 7.4 The Provider will, if asked, give the Resident or the Resident's Representative such financial information as is required to be provided under the Act in relation to the Care Facility and/or the Provider and (where the Resident has paid or agreed to pay an Accommodation Bond) concerning the Provider's standing with and level of coverage under, the prudential scheme applying to the Provider, as is required under the Act.
- 7.5 The Provider may only move the Resident to other Accommodation in the Care Facility if:
- (a) the move is at the Resident's request; or
 - (b) the Resident agrees to move after being fully consulted and without being subject to any pressure; or

- (c) the move is necessary on genuine medical grounds as assessed by:
 - (i) an Aged Care Assessment Team; or
 - (ii) at least 2 medical or other health practitioners one of whom must be independent of the Provider and the Care Facility and must be chosen by the Resident or the Resident's Representative and both of whom must be competent to assess the Resident's aged care needs; or
- (d) the place occupied by the Resident becomes an "extra service place" (the term is defined under the Act) and the Resident elects not to pay the extra service fee; or
- (e) the move is necessary to carry out repairs or improvements to the Care Facility and the Resident has the right to return to the Accommodation if it continues to exist as a bed or room for Residents when the repairs or improvements are finished.

8. LEAVE FROM CARE FACILITY

8.1 From time to time the Resident may be temporarily absent from the Care Facility. The manner in which Resident Fees will be payable by the Resident whilst the resident is temporarily absent from the Care Facility will be worked out by reference to this clause 8. Whilst the Resident is temporarily absent from the Care Facility the Resident shall be taken to be on leave where the provisions of paragraphs (a), (b) or (c) apply. Where the Resident is on leave in the manner set out in paragraphs (a), (b) or (c) the Resident will nonetheless be taken during such periods to be provided with Residential Care by the Provider at the Care Facility and be required to pay the Resident Fees and other payments due under this agreement in the manner set out in clause 1 except where otherwise set out in clause 8.3:

- (a) on each day that the Resident is absent from the Care Facility whilst the Resident is attending a hospital for the purpose of receiving hospital treatment or is receiving transition care (but not for a continuous period of 30 days or more ["Extended Hospital Leave"]);
- (b) on each day that the Resident is on Extended Hospital Leave; and.
- (c) on each day that the Resident is absent from the Care Facility where:
 - (i) during the whole of that day, the Resident is absent from the Care Facility; and
 - (ii) the Resident does not, during that day, attend a hospital for the purposes of receiving hospital treatment or is receiving transition care; and
 - (iii) the number of days on which the Resident has previously been on leave during the financial year then current is less than 52,

8.2 For the purposes of working out the days when a Resident is on leave (or Extended Hospital Leave) the day upon which the period commenced is included but not the day upon which the Provider commenced or re-commenced to provide Residential Care to the Resident at the Care Facility. A Resident may be on leave for the purposes of clauses 8.1 (c) prior to Date of Entry for a period starting the later of:

- (a) the day on which the Resident was notified that there was a vacancy in the Care Facility; and

(b) the day that is 7 days, or such other period as is specified in the Residential Care Principles, before the Date of Entry,

and ending on the Date of Entry.

8.3 Where the Resident is absent from the Care Facility for a greater period than that set out in clause 8.1 (c) (iii) then in order to reserve the Resident's Accommodation in the Care Facility the Resident shall pay to the Provider for each such day a daily amount worked out as the sum of:

- (a) the maximum daily amount of resident fee that would have been payable under clause 1.1 if the Resident was on leave in accordance with the provisions of clause 8 (but not on Extended Hospital Leave) on that day; plus
- (b) the amount that would have been the amount of the Residential Care Subsidy that would have been payable for the Resident in respect of that day, if the Resident had been provided with Residential Care through the Care Facility on that day.

9. DEFAULT

9.1 If any money due and payable by the Resident to the Care Provider under this agreement (other than the Accommodation Bond or the Accommodation Charge) is not paid by the date upon which it is due the Care Provider will be entitled to interest on such amount at the rate of the Interest Rate for the period commencing one month and one day after the day upon which the money became payable and ending on the day upon which the amount is paid, or when the Care Provider ceases to provide Residential Care to the Resident, whichever is the earlier.

9.2 If any money due and payable by the Resident to the Care Provider under this agreement for an Accommodation Bond lump sum is not paid on the Date of Entry, the Care Provider is entitled to accrue interest against the lump sum at the rate of the Interest Rate whilst the lump sum remains outstanding for a period of up to six (6) months from the Date of Entry.

9.3 If the lump sum is not paid by six (6) months after the Date of Entry, the Care Provider will be entitled to interest on such amount at the rate of the Interest Rate commencing one (1) month and one (1) day after six (6) months after the Date of Entry and ending on the day on which the amount is paid, or when the Care Provider ceases to provide residential care to the Resident, which ever is the earlier.

9.4 Any Accommodation Charge monies that are outstanding are to be dealt with as directed in Clause 6 of this agreement.

9.5 The Resident must pay all costs, charges and expenses which the Care Provider reasonably incurs as a result of any breach or default by the Resident under this agreement.

10. TERMINATION GENERALLY

10.1 This agreement may be terminated by mutual consent, confirmed in writing by the Resident or the Resident's Representative and by the Provider.

10.2 This agreement shall terminate on the death of the Resident.

- 10.3 The Provider shall be entitled to terminate this agreement on the expiry of 7 days' written notice given by the Provider to the Resident if the Resident having failed to commence continuous occupation in the Care Facility on the Proposed Date of Entry does not commence occupancy within that period of 7 days.
- 10.4 The Resident will not have ceased occupancy of the Care Facility for the purposes of this agreement until such time as the Resident and all property owned by the Resident is vacated from the Care Facility.
- 10.5 All obligations of the Resident in relation to Resident Fees, Accommodation Bond and all other charges will survive termination of this agreement.

11. TERMINATION BY THE RESIDENT

- 11.1 This agreement may be terminated by the Resident by giving not less than 7 days' notice in writing to the Provider.

12. SECURITY OF TENURE

- 12.1 The Provider may ask the Resident to leave the Care Facility only if clauses 12.2 or 12.3 apply.
- 12.2 The Provider may ask the Resident to leave the Care Facility if:
- (a) the Care Facility is closing; or
 - (b) the Care Facility no longer provides accommodation and care suitable for the Resident, having regard to the Resident's long term needs as assessed by:
 - (i) an Aged Care Assessment Team; or
 - (ii) by at least two medical or other health practitioners of whom one must be independent of the Provider and the Care Facility and must be chosen by the Resident or the Resident's Representative and of whom both must be competent to assess the Resident's aged care needs,and the Provider has not agreed to provide the care of the kind the Resident presently needs.
- 12.3 The Provider may ask the Resident to leave the Care Facility if the Resident:
- (a) no longer needs (as assessed by an Aged Care Assessment Team) the care provided through the Care Facility; or
 - (b) the Resident has not paid any agreed fee to the Provider within forty-two (42) days of the day when it is payable for a reason within the Resident's control; or
 - (c) the Resident has intentionally caused:
 - (i) serious damage to the Care Facility; or
 - (ii) serious injury to the Provider (if the Provider is an individual); or
 - (iii) serious injury to an employee of the Provider or to another resident;

- (d) the Resident is away from the Care Facility for a continuous period of at least seven (7) days for a reason other than a reason permitted by the Act or an emergency.

13. RESIDENT'S RIGHTS UPON BEING ASKED TO LEAVE THE CARE FACILITY

13.1 If the Provider decides to require the Resident to leave the Care Facility for any of the reasons set out in clause 12 the Provider must first give to the Resident at least 14 days' written notice before the Resident is to leave, that includes:

- (a) the decision;
- (b) the reasons for the decision;
- (c) when the Resident is required to leave the Care Facility;
- (d) the Resident's rights about leaving, including the Resident's right of access to:
 - (i) the complaints resolution mechanism; and
 - (ii) independent complaints processes; and
 - (iii) one or more representatives of an advocacy service.

13.2 The Provider must not take action to make the Recipient leave, or imply that the Resident must leave, before suitable alternative accommodation is available that meets the Resident's assessed long-term needs and is affordable by the Resident. The assessment of the Resident's long-term needs must be assessed by an Aged Care Assessment Team or by at least two medical or other health practitioners one of whom must be independent of the Provider and the Care Facility and must be chosen by the Resident or the Resident's Representative and both of whom must be competent to assess the Resident's aged care needs.

13.3 If the Resident is required to depart from the Care Facility the Provider will provide to the Resident suggestions concerning alternative accommodation and support.

13.4 The Provider must give to the Resident a notice stating that the Resident is no longer required to leave if:

- (a) the decision to require the Resident to leave was based on the Resident's behaviour; and
- (b) the Provider has, since giving the original notice, agreed with the Resident that, because of a change in the behaviour, the Resident should stay.

14. NOTICES

14.1 Any notice or other written communication required to be given under this agreement may be given:

- (a) to the Provider if posted to or left at the address of the Provider as set out in Item 2 of the Main Details or such other address notified in writing by the Provider to the Resident or the Resident's Representative from time to time;

- (b) to the Resident if:
 - (i) it is posted to or delivered to the Resident's address as set out in Item 3 of the Main Details; or
 - (ii) given to the Resident at the Care Facility.
 - (c) to the Resident's Representative if it is posted to or delivered to the address shown in Item 4 of the Main Details or such other address as shall be notified in writing by the Resident's Representative to the Provider from time to time .
- 14.2 Where a notice is posted it shall be deemed to have been given 48 hours after posting. If delivered it shall be deemed to have been given upon delivery of the notice.

15. COSTS AND STAMP DUTY

- 15.1 Both the Provider and the Resident will each pay their own costs of and incidental to this agreement.
- 15.2 All stamp duty (if any) on this agreement will be paid by the Resident.

16. RULES OF RESIDENCY

The Provider is entitled to make and amend from time to time Rules of Residency for the smooth running of the Care Facility. The current Rules of Residency are as set out in Schedule 3 but it is agreed that:

- 16.1 to the extent that the Rules of Residency are inconsistent with any other provisions of this agreement or the Act they are of no force or effect.
- 16.2 to the extent that the Rules of Residency are consistent with this agreement and the Act both the Provider and the Resident will abide by them.
- 16.3 after consultation with the Residents the Provider may vary the Rules of Residency and will bring to the Resident's attention any change in the Rules of Residency from time to time.

17. VARIATION

- 17.1 This agreement may be varied:
- (a) by the approved provider, if the variation is necessary to implement the *A New Tax System (Goods and Services Tax) Act 1999*; or
 - (b) in any other case, by mutual consent, following adequate consultation, of the care recipient and approved provider; and
- 17.2 That the agreement must not be varied under sub-subparagraph 17.1 (a) unless the approved provider has given reasonable notice in writing about the variation to the care recipient; and

17.3 This agreement shall be deemed to have been varied to accord with any amendment of the Act from time to time, whether as to the calculation of financial entitlements or otherwise as to the rights and obligations of the Resident and the Provider under this agreement.

17.4 That the agreement must not be varied in a way that is inconsistent with the *A New Tax System (Goods and Services Tax) Act 1999*, the *Aged Care Act 1997* or the *Extra Service Principles 1997*.

18. COMPLAINT RESOLUTION

18.1 The Provider and the Resident or the Resident's Representative will seek to resolve complaints made by or on behalf of the Resident (whether between the Resident and the Provider or between the Resident and another or other Residents) in the first instance by the process of negotiation.

18.2 If the complaint is not resolved by negotiation (a "dispute") then the parties will seek to resolve the dispute by mediation. The mediator will be chosen by agreement between the parties.

18.3 The Resident or the Resident's Representative may use the advocate of their choice to speak on their behalf in the first instance or, if in a "dispute", to assist in choosing a mediator or to speak on their behalf before the mediator.

18.4 The Resident or the Resident's Representative may use the community-based advocacy services, details of which are attached as Attachment Three or, any other advocate of their choice.

18.5 A party to the dispute is not obliged to accept the decision following mediation as final and binding.

18.6 The Resident or the Resident's Representative or any one else has the right to make a complaint to the Secretary about anything that:

- (a) may be a breach of the Provider's responsibilities under the Act or the Principles; and
- (b) the person making the complaint thinks is unfair or makes the Resident dissatisfied with the Care Facility.

18.7 The Secretary may attempt to resolve the complaint or dispute by means of negotiation, mediation or determination in accordance with the Act and the Principles.

18.8 Complaints may also be referred to one of the Aged Care Complaints Investigation Schemes (ACCIS) established by the Commonwealth Government. Details of the means of contacting these ACCIS are as attached as Attachment Two.

18.9 Complaints may also be advised by the Resident or the Resident's Representative to community-based advocacy services which are established to assist Residents. Details of the means of contacting advocacy services are as attached as Attachment Three.

19. RESIDENT'S REPRESENTATIVE

- 19.1 The Resident's Representative (if any) warrants to the Provider that he/she enters into this Agreement on behalf of the Resident in consequence of the Resident being unable to enter into this Agreement because of physical or mental incapacity.
- 19.2 The Resident's Representative further warrants, where an Agreement to pay an Accommodation Bond or Accommodation Charge has been entered into despite an application having been made that the Resident must not be charged an Accommodation Bond or Accommodation Charge because paying the Accommodation Bond or Accommodation Charge would cause the Resident financial hardship, that:
- (a) to the extent that the Resident has a physical incapacity that the Resident's Representative may sign this Agreement for the Resident; and
 - (b) to the extent that the Resident has a cognitive impairment, the Resident's Representative is authorised and may sign documents for the Resident and that the Resident's Representative is authorised to and may sign this Agreement for the Resident.

20. ENDURING POWER OF ATTORNEY

- 20.1 The Resident shall appoint a person to act as his or her attorney pursuant to a duly executed form of Enduring Power of Attorney and shall prior to the Date of Entry hand to the Provider the original or a duly certified copy of the Enduring Power of Attorney.

21. LEGAL AND FINANCIAL ADVICE AND ASSISTANCE TO UNDERSTAND AGREEMENT

- 21.1 The Resident or the Resident's Representative (as the case may be) acknowledges that:
- (a) the Resident or the Resident's Representative has sought and obtained wholly independent legal and financial advice as to the meaning and effect of this agreement and that the Resident or the Resident's Representative understands the meaning and effect of this agreement; and
 - (b) the Resident or the Resident's Representative has been informed of and been assisted by the Provider to understand the terms of this agreement, including the Resident's rights and obligations and the care and services to be provided and the Resident Fees, Accommodation Bond, Periodic Payments, Accommodation Charge and other charges and amounts payable under this agreement by the Resident; and
 - (d) where this is an agreement for the Provider to provide Extra Services to the Resident through the Care Facility, the Resident has entered into this agreement of his or her own free will and has not been subjected to any duress, misrepresentation, or threat of disadvantage or detriment and there has been no threat to cease providing care to the Resident (if already an occupant of the Care Facility) unless the Resident signs this agreement.

22. EXTRA SERVICES

- 22.1 The Resident or the Resident's Representative acknowledges that, where the Resident is accommodated within that distinct part, or all of, the Care Facility that has an Extra Services Status in accordance with the Act, the Resident will pay in addition to the Resident Fees otherwise payable under this agreement the Extra Service Amount as set out in Attachment Five. The Extra Services are detailed at Schedule 5.
- 22.2 The accommodation, services and food specified in the conditions set out in Schedule 5 must be provided to an Extra Services care recipient without an additional charge, other than:
- (a) the approved Extra Service Amount; and
 - (b) the amount of GST payable, if any, on the supply of a service:
 - (i) that is not a service specified in Schedule 1 to the Quality of Care Principles; and
 - (ii) that is provided to the care recipient on an extra service basis under section 36-1 of the Act;
- 22.3 The Extra Service Fee may be varied with the approval of the Secretary on the application of the Provider in accordance with the provisions of the Act and the Principles. The Act and the Principles require at the Date of Entry that the Extra Service Fee be varied not more often than annually and may be increased with the approval of the Secretary as the consequence of an application by the Provider provided that the maximum amount of such increase will be equal to 20% of the Extra Service Fee then payable and the amount by which the Extra Services Fee then in force would change if it were indexed in accordance with the percentage change in the All Groups Price Index number (that is the weighted average of 8 capital cities) published by the Australian Statistician for the most recent 12 month period before the making of the application.
- 22.4 If the agreement for the Provider to provide Extra Services to the Resident through the Care Facility is entered into with a Resident who was being provided with Residential Care at the Care Facility immediately before the Care Facility was granted Extra Care Status then the Resident may terminate the agreement:
- (a) at any time during the 3 months after the Date of Entry; and
 - (b) without penalty of any kind.
- 22.5 If the Extra Service Status of the Care Facility is revoked or suspended, the Provider must not charge the Resident the Extra Service Amount for any period after the revocation or during the suspension. The Provider would not be required to provide the Extra Services detailed at Schedule 5 for any period after the revocation or during the suspension.
- 22.6 Where the Care Facility has Extra Service Status then this agreement will be terminated if the Resident ceases to be provided with Residential Care in the Care Facility or if the Extra Service Status for the Facility ceases to have effect.
- 22.7 The Resident acknowledges and agrees that, if the Accommodation provided to him or her is changed ("new Accommodation") within the Care Facility (if it has Extra Service Status) or the distinct part of the Care Facility having Extra Service Status, with the Resident's consent, the Resident shall be required to pay during the period whilst the Resident is provided with

new Accommodation a revised Extra Service Amount worked out by reference to the Extra Service Fee then current for the standard of Accommodation that the Resident is provided with. The Resident acknowledges that, as at the Date of Entry, the Extra Service Amount in respect of the various standards of Accommodation within the Care Facility is as set out in Attachment Five.

23. GENERAL

- 23.1 If any of the provisions of this agreement are held at law to be illegal or unenforceable (other than provisions relating to payments to be made by the Resident under this agreement ["Payment Provisions"]), they shall be severed from this agreement to the intent that the remainder of this agreement shall remain binding upon the parties in accordance with its terms with the exception of the removal of such illegal or unenforceable provisions.

If any Payment Provisions are held at law to be illegal or unenforceable then they shall, at the election of the Provider, be severed from this agreement, and the remainder of this agreement shall remain binding upon the parties in accordance with its terms. If the Provider elects that such Payment Provisions not be severed from this agreement the Provider may, if permitted by the Act, terminate this agreement.

24. SPECIAL CONDITIONS

- 24.1 The Special Conditions (if any) set out in Schedule 6 apply to this agreement. To the extent that any of the Special Conditions conflict with the other provisions of this Agreement the Special Conditions (subject always that they conform with the provisions of the Act and the Principles) shall prevail.

25. UNFUNDED PLACES

- 25.1 Where the proposed Resident is an Approved Care Recipient and the place in the service through which residential care will be provided to the proposed Resident is an Unfunded Place, then the proposed Resident must pay such additional amount as is specified in Item 9 in the Main Details in "Unfunded Places" Fee or Other Agreed Amount' in addition to any and all other fees or charges specified in this agreement.
- 25.2 The maximum fee payable by the proposed Resident in an Unfunded Place is more than would have been payable if the proposed Resident's place was a Funded Place.

26. DEFINITIONS OF WORDS USED AND INTERPRETATION

- 26.1 *Definitions*

In this agreement, unless the context otherwise requires -

"Accommodation" means a right and licence to occupy a bed or room in the Care Facility allotted by the Provider to the Resident the location of which may be varied from time to time in accordance with the Act and this agreement;

"Accommodation Bond" means (subject to the provisions of Schedule 4) the amount payable in accordance with the provisions set out in Schedule 4 to the Provider by the Resident for entry into the Care Facility by the Resident;

"Accommodation Bond Balance" means in relation to an Accommodation Bond (other than an Accommodation Bond that is to be paid by periodic payments), an amount equal to the difference between:

- (a) the amount of the Accommodation Bond; and
- (b) the amounts deducted or permitted to be deducted by the Provider under the Act and this agreement.

"Accommodation Charge" means the amount (if any) set out in Item 17 of the Main Details;

"Accommodation Supplement" means the combined concessional resident supplement and pensioner supplement as a single asset-tested supplement for new residents who enter permanent residential care on or after 20 March 08 in accordance with Part 3.1 of the Act from time to time;

"ACFI" see Aged Care Funding Instrument

"Act" means the Aged Care Act 1997 (Commonwealth) as amended from time to time and including all regulations and the Aged Care Act Principles as amended from time to time and any other subordinate legislation made under the Act;

"Additional Services" means services not included as Residential Care;

"Aged Care Assessment Team" means the team responsible for determining eligibility for entry to the Care Facility of the Resident and/or the Aged Care needs of the Resident;

"Aged Care Funding Instrument" (ACFI) is used for determining the level of care payments for residents in aged care homes;

"Agreement" means this agreement and a reference to this agreement includes a reference to the Schedules, attachments and the Main Details, provided that unless otherwise specified a reference to a clause in the main body of the agreement is a reference to a clause in the main body of the agreement and a reference to a clause in any of the Schedules is a reference to a clause in that Schedule;

"Approved Care Recipient" means a person who is approved under Part 2.3 of the Act as a recipient of residential care. To meet this criterion, a person would be required to hold a current residential care approval granted by an Aged Care Assessment Team for the type of Residential Care to be provided through the Care Facility.

"Authorised Body" means a body that has been paid an advocacy or community visitors grant pursuant to Section 81.1 of the Act;

"Care Facility" means the residential care service conducted by the Provider through which Residential Care is to be provided to the Care Resident under this agreement being the facility mentioned in Item 6 of the Main Details;

"Certification" means the receipt by the Provider of certification under Part 2.6 of the Act in respect of the Care Facility and **"Certified"** has a corresponding meaning;

"Charter of Residents Rights and Responsibilities" means the provisions set out in Schedule 2;

"Classification Level" in relation to the Resident means the classification level to which the Resident has been classified in accordance with the Act and the Classification Principles;

"Classification of Care" means the classification of residential care required to be provided to the Resident by the Provider determined pursuant to the Classification Principles;

"Classification Principles" means the Classification Principles 1997 (as amended from time to time) being the principles to be used pursuant to the Act to classify the level of Residential Care required to be provided by the Provider to the Resident;

"Date of Entry" means the date upon which the Resident enters occupation of the Care Facility being the date set out in Item 8 of the Main Details;

"Date of Certification" means the date upon which the Care Facility (if not certified as at the date of this agreement) becomes certified;

"Department" means the Australian Government Department of Health and Ageing and includes its successors;

"Enduring Power of Attorney" means the person or organisation named in Item 5 of the Main Details.

"Entry" in relation to the Resident and the Care Facility means the commencement of the provision of Residential Care to the Resident through the Care Facility and **"enters"** has a corresponding meaning;

"Extra Service" means the standard of Accommodation, services and food to be provided to the Resident as set out in Schedule 5 or any other standard of Accommodation, services and food as notified by the Secretary to the Provider for the time being to be provided to Residents by the Provider at the Care Facility;

"Extra Service Status" means the state whereby the Provider has been granted by the Secretary or otherwise as a consequence of the operation of Part 2.5 of the Aged Care (Consequential Provisions) Act 1997, the entitlement to provide Extra Service to Residents through the Care Facility or a distinct part of the Care Facility and is entitled to charge the Extra Service Amount in respect of the Care Facility or the distinct part of the Care Facility;

"Extra Service Agreement" means an extra service agreement as defined in the Act;

"Extra Service Amount" means the maximum additional daily fee ("the Extra Service Fee") that the Provider may from time to time charge to the Resident pursuant to the Act and the Principles for providing to the Resident with Residential Care in the Care Facility on an Extra Service basis plus an amount equal to 25% of the Extra Service Fee;

"Funded Place" is a Resident's place if Residential Care Subsidy is payable under Chapter 3 of the Act for the provision of care to the Resident through the Care Facility.

"GST" has the meaning as in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.

"High ACFI Classification Level" means a Classification Level of "Medium" or "High" in Activities of Daily Living; or "High" in Behaviour; or "Medium" or "High" in Complex Health Care as determined by the ACFI assessment under the Act;

"Interest Rate" means the rate of interest being the Maximum Permissible Interest Rate on the Date of Entry or such other lower interest rate as is specified in Item 10 of the Main Details;

"Item" means an item in the Schedules or the Main Details;

"Low ACFI Classification Level" means all other classification levels that do not meet High Classification Levels as determined by the ACFI assessment under the Act;

"Lump Sum Equivalent" means, in relation to any portion of the Accommodation Bond which is to be paid by periodic payments, the amount of the lump sum that the Resident would have paid if the Resident had not paid, or agreed to pay, that portion of the Accommodation Bond by periodic payments;

"Maximum daily amount of resident fees" means the maximum daily amount of resident fees for the Resident calculated and determined in accordance with the provisions of the Act from time to time;

"Maximum Permissible Interest Rate" has the meaning given to it pursuant to the Act;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

"Pensioner Supplement" means the sum calculated for residents who first entered permanent residential care prior to 20 March 2008 in accordance with Part 3.1 of the Act from time to time;

"Place" means a capacity within the Care Facility for provision of Residential Care to an individual;

"Proposed Date of Entry" means the date specified in Item 7 of the Main Details upon which date it has been agreed that the Resident will enter into occupancy of the Care Facility;

"Provider" means the Provider named in Item 2 of the Main Details and includes its successors and assigns;

"Prudential Arrangements", "Prudential Requirements" and "Specific Prudential Arrangement" means the arrangements put into place by the Provider pursuant to the Act relating to the treatment of the Accommodation Bond, income derived from the Accommodation Bond, retention amounts and refunding the Bond;

"Quality of Care Principles" means the Quality of Care Principles 1997 as amended from time to time;

"Resident" means the Resident described in Item 3 of the Main Details and where relevant includes the Residents Representative named in Item 4 of the Main Details or the Residents Enduring Power of Attorney or Authorised Guardian named in Item 5 of the Main Details.

"Residents" is a reference to all of the residents of the Care Facility collectively;

"Residential Care" means that personal care or nursing care, or both personal care and nursing care that:

- (a) is provided to a Resident in the Care Facility in which the Resident is also provided with accommodation that includes:
 - (i) appropriate staffing to meet the nursing and personal care needs of the Resident; and
 - (ii) meals and cleaning services; and
 - (iii) furnishings, furniture and equipment for the provision of that care and accommodation; and
- (b) meets any other requirements as prescribed in accordance with the Act and the Residential Care Subsidy Principles and the Quality of Care Principles from time to time, including as at the date of this agreement the care and those services set out in Parts 1 and 2 of Schedule 1 for which the Resident have need whilst residing in the Care Facility under this agreement; and
- (c) if the Resident is accorded a High ACFI Classification Level, will also include that care and those services detailed in Schedule 1 Part 3; and
- (d) if the Accommodation is comprised in the Care Facility that has Extra Service Status or in the distinct part of the Care Facility that has Extra Service Status, will also include the Extra Service.

"Resident's Representative" means the person named in Item 4 of the Main Details;

"Residential Care Subsidy" means the residential care subsidy payable to the Provider under the provisions of Division 44 of the Act as amended from time to time;

"Residential Care Subsidy Principles" means the Residential Care Subsidy Principles 1997 as amended from time to time;

"Resident Fees" and **"Fees"** means the aggregate sum of the fees determined in the manner set out in clauses 1, 6 and 8 from time to time and any other fees or charges (not being an Accommodation Bond or Administrative Fee) payable by the Resident to the Provider in respect of the Residential Services to be provided to the Resident by the Provider pursuant to this agreement;

"Retention Amount" means the amount calculated by reference to Schedule 4 or such other amount as may be calculated from time to time as the maximum sum allowed as a retention amount worked out in accordance with the Act and the User Rights Principles from time to time;

"Rules of Residency" means those made by the Provider from time to time for the smooth running of the Care Facility and which outline the Resident responsibilities as a resident in the residential care service and which as at the time of this agreement form Schedule 3;

"Secretary" means the Secretary to the Department;

"Services" means the nursing and personal care services prescribed by the Act for the Provider to provide to the Resident at the Care Facility;

"Scheme Operator" means either the person appointed pursuant to the prudential requirements who is to receive the Accommodation Bond, or if the Provider have obtained an approval to a specific prudential arrangement, then the person who is approved pursuant to the special prudential arrangement;

"Unfunded Place" is a Resident's place if Residential Care Subsidy otherwise payable under Chapter 3 of the Act for the provision of care for the Resident through the Care Facility is not payable because of the operation of Paragraph 42-1 (2) of the Act.

Note: Under paragraph 42-1 (2) (a) of the Act, a Provider is not eligible for Residential Care Subsidy in respect of a Resident if residential care provided to the Resident is excluded (see section 42-7 of the Act) because the Provider exceeds the Provider's allocation of places for Residential Care Subsidy.

"User Rights Principles" means the User Right Principles (1997) as amended from time to time.

26.2 *Interpretation*

In this agreement, unless the contrary intention appears -

- (a) a reference to the Resident includes the Resident's heirs and successors and legal personal representatives;
- (b) clause headings and the table of contents are inserted for convenience only and are not to be used in the interpretation or construction of this agreement;
- (c) references to a statutory enactment or regulation include references to that enactment or regulation as amended, modified or re-enacted from time to time and include references to any enactment or regulation which by its provisions replaces an enactment or regulation so referred to;
- (d) words importing any gender include all other genders;
- (e) words importing the singular include the plural and vice versa;
- (f) a reference to an attachment, clause, recital or schedule is a reference to an attachment to, clause of, or recital or schedule to this agreement;
- (g) a reference to a person includes a natural person, corporation, incorporated association, statutory corporation, the Crown and any other type of legal entity;
- (h) a covenant, indemnity, warranty, agreement or representation on the part of two or more persons binds them jointly and severally.

SCHEDULE 1

SPECIFIED CARE AND SERVICES FOR RESIDENTIAL CARE SERVICES

PART 1—HOTEL SERVICES—TO BE PROVIDED FOR ALL RESIDENTS WHO NEED THEM

<i>Col. 1 Item</i>	<i>Column 2 Service</i>	<i>Column 3 Content</i>
1.1	Administration	General operation of the residential care service, including resident documentation
1.2	Maintenance of buildings and grounds	Adequately maintained buildings and grounds
1.3	Accommodation	Utilities such as electricity and water
1.4	Furnishings	Bed-side lockers, chairs with arms, containers for personal laundry, dining, lounge and recreational furnishings, draw-screens (for shared rooms), resident wardrobe space, and towel rails Excludes furnishings a resident chooses to provide
1.5	Bedding	Beds and mattresses, bed linen, blankets, and absorbent or waterproof sheeting
1.6	Cleaning services, goods and facilities	Cleanliness and tidiness of the entire residential care service Excludes a resident's personal area if the resident chooses and is able to maintain it himself or herself
1.7	Waste disposal	Safe disposal of organic and inorganic waste material
1.8	General laundry	Heavy laundry facilities and services, and personal laundry services, including laundering of clothing that can be machine washed Excludes cleaning of clothing requiring dry cleaning or another special cleaning process, and personal laundry if a resident chooses and is able to do this himself or herself
1.9	Toiletry goods	Bath towels, face washers, soap, and toilet paper

SCHEDULE 1—continued

PART 1—HOTEL SERVICES—TO BE PROVIDED FOR ALL RESIDENTS—continued

- | | | |
|------|----------------------------|---|
| 1.10 | Meals and refreshments | <p>(a) Meals of adequate variety, quality and quantity for each resident, served each day at times generally acceptable to both residents and management, and generally consisting of 3 meals per day plus morning tea, afternoon tea and supper</p> <p>(b) Special dietary requirements, having regard to either medical need or religious or cultural observance</p> <p>(c) Food, including fruit of adequate variety, quality and quantity, and non-alcoholic beverages, including fruit juice</p> |
| 1.11 | Resident social activities | Programs to encourage residents to take part in social activities that promote and protect their dignity, and to take part in community life outside the residential care service |
| 1.12 | Emergency assistance | At least 1 responsible person is continuously on call and in reasonable proximity to render emergency assistance |
-

SCHEDULE 1—continued

PART 2—CARE AND SERVICES—TO BE PROVIDED FOR ALL RESIDENTS WHO NEED THEM

<i>Col. 1</i>	<i>Column 2</i>	<i>Column 3</i>
<i>Item</i>	<i>Care or Service</i>	<i>Content</i>
2.1	Daily living activities assistance	<p>Personal assistance, including individual attention, individual supervision, and physical assistance, with:</p> <ul style="list-style-type: none"> (a) bathing, showering, personal hygiene and grooming (b) maintaining continence or managing incontinence, and using aids and appliances designed to assist continence management (c) eating and eating aids, and using eating utensils and eating aids (including actual feeding if necessary) (d) dressing, undressing, and using dressing aids (e) moving, walking, wheelchair use, and using devices and appliances designed to aid mobility, including the fitting of artificial limbs and other personal mobility aids (f) communication, including to address difficulties arising from impaired hearing, sight or speech, or lack of common language (including fitting sensory communication aids), and checking hearing aid batteries and cleaning spectacles <p>Excludes hairdressing</p>
2.2	Meals and refreshments	Special diet not normally provided
2.3	Emotional support	Emotional support to, and supervision of, residents
2.4	Treatments and procedures	Treatments and procedures that are carried out according to the instructions of a health professional or a person responsible for assessing a resident's personal care needs, including supervision and physical assistance with taking medications, and ordering and reordering medications, subject to requirements of State or Territory law
2.5	Recreational therapy	Recreational activities suited to residents, participation in the activities, and communal recreational equipment
2.6	Rehabilitation support	Individual therapy programs designed by health professionals that are aimed at maintaining or restoring a resident's ability to perform daily tasks for himself or herself, or assisting residents to obtain access to such programs

SCHEDULE 1—continued

**PART 2—CARE AND SERVICES—TO BE PROVIDED FOR ALL RESIDENTS WHO NEED THEM—
continued**

- | | | |
|-----|--|---|
| 2.7 | Assistance in obtaining health practitioner services | Arrangements for aural, community health, dental, medical, psychiatric and other health practitioners to visit residents, whether the arrangements are made by residents, relatives or other persons representing the interests of residents, or are made direct with a health practitioner |
| 2.8 | Assistance in obtaining access to specialised therapy services | Making arrangements for speech therapy, podiatry, occupational or physiotherapy practitioners to visit residents, whether the arrangements are made by residents, relatives or other persons representing the interests of residents |
| 2.9 | Support for residents with cognitive impairment | Individual attention and support to residents with cognitive impairment (eg dementia, and other behavioural disorders), including individual therapy activities and specific programs designed and carried out to prevent or manage a particular condition or behaviour and to enhance the quality of life and care for such residents and ongoing support (including specific encouragement) to motivate or enable such residents to take part in general activities of the residential care service |
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SCHEDULE 1—continued

**CARE AND SERVICES—TO BE PROVIDED FOR RESIDENTS RECEIVING A HIGH LEVEL OF
RESIDENTIAL CARE**

<i>Col. 1</i>	<i>Column 2</i>	<i>Column 3</i>
<i>Item</i>	<i>Care or Service</i>	<i>Content</i>
3.1	Furnishings	Over-bed tables
3.2	Bedding materials	Bed rails, incontinence sheets, restrainers, ripple mattresses, sheepskins, tri-pillows, and water and air mattresses appropriate to each resident's condition
3.3	Toiletry goods	Sanitary pads, tissues, toothpaste, denture cleaning preparations, shampoo and conditioner, and talcum powder
3.4	Goods to assist residents to move themselves	Crutches, quadruped walkers, walking frames, walking sticks, and wheelchairs Excludes motorised wheelchairs and custom made aids
3.5	Goods to assist staff to move residents	Mechanical devices for lifting residents, stretchers, and trolleys
3.6	Goods to assist with toileting and incontinence management	Absorbent aids, commode chairs, disposable bed pans and urinal covers, disposable pads, over-toilet chairs, shower chairs and urodomes, catheter and urinary drainage appliances, and disposable enemas
3.7	Basic medical and pharmaceutical supplies and equipment	Analgesia, anti-nausea agents, bandages, creams, dressings, laxatives and aperients, mouthwashes, ointments, saline, skin emollients, swabs, and urinary alkalising agents Excludes goods prescribed by a health practitioner for a particular resident and used only by the resident

SCHEDULE 1 - continued

**CARE AND SERVICES—TO BE PROVIDED FOR RESIDENTS RECEIVING A HIGH LEVEL OF
RESIDENTIAL CARE – continued**

- 3.8 Nursing services
- Initial and on-going assessment, planning and management of care for residents, carried out by a registered nurse.
- Nursing services carried out by a registered nurse, or other professional appropriate to the services (eg medical practitioner, stoma therapist, speech pathologist, physiotherapist or qualified practitioner from a palliative care team)
- Services may include, but are not limited to, the following:
- (a) establishment and supervision of complex pain management or palliative care program, including monitoring and managing any side effects
 - (b) insertion, care and maintenance of tubes, including intravenous and naso-gastric tubes
 - (c) establishing and reviewing a catheter care program, including the insertion, removal and replacement of catheters
 - (d) establishing and reviewing a stoma care program
 - (e) complex wound management
 - (f) insertion of suppositories
 - (g) risk management procedures relating to acute or chronic infectious conditions
 - (h) special feeding for care recipients with dysphagia (difficulty with swallowing)
 - (i) suctioning of airways
 - (j) tracheostomy care
 - (k) enema administration
 - (l) oxygen therapy requiring ongoing supervision because of a care recipient's variable need
 - (m) dialysis treatment
- 3.9 (Deleted)
- 3.10 Medications
- Medications subject to requirements of State or Territory law
- Excludes: cost of medication; packaging of medication for social leave

- 3.11 Therapy services, such as, recreational, speech therapy, podiatry, occupational, and physiotherapy services
- (a) Maintenance therapy delivered by health professionals, or care staff as directed by health professionals, designed to maintain residents' levels of independence in activities of daily living
 - (b) More intensive therapy delivered by health professionals, or care staff as directed by health professionals, on a temporary basis that is designed to allow residents to reach a level of independence at which maintenance therapy will meet their needs
- Excludes intensive, long-term rehabilitation services required following, for example, serious illness or injury, surgery or trauma
- 3.12 Oxygen and oxygen equipment
- Oxygen and oxygen equipment needed on a short-term, episodic or emergency basis

SCHEDULE 2

Charter of Residents' Rights and Responsibilities

A. Each resident of a residential care service has the right:

- to full and effective use of his or her personal, civil, legal and consumer rights
- to quality care appropriate to his or her needs
- to full information about his or her own state of health and about available treatments
- to be treated with dignity and respect, and to live without exploitation, abuse or neglect
- to live without discrimination or victimisation, and without being obliged to feel grateful to those providing his or her care and Accommodation
- to personal privacy
- to live in a safe, secure and homelike environment, and to move freely both within and outside the residential care service without undue restriction
- to be treated and accepted as an individual, and to have his or her individual preferences taken into account and treated with respect
- to continue his or her cultural and religious practices, and to keep the language of his or her choice, without discrimination
- to select and maintain social and personal relationships with anyone else without fear, criticism or restriction
- to freedom of speech
- to maintain his or her personal independence
- to accept personal responsibility for his or her own actions and choices, even though these may involve an element of risk, because the resident has the right to accept the risk and not to have the risk used as a ground for preventing or restricting his or her actions and choices
- to maintain control over, and to continue making decisions about, the personal aspects of his or her daily life, financial affairs and possessions
- to be involved in the activities, associations and friendships of his or her choice, both within and outside the residential care service
- to have access to services and activities available generally in the community

SCHEDULE 2 - continued

Charter of Residents' Rights and Responsibilities - continued

- to be consulted on, and to choose to have input into, decisions about the living arrangements of the residential care service
- to have access to information about his or her rights, care, Accommodation and any other information that relates to the resident personally
- to complain and to take action to resolve disputes
- to have access to advocates and other avenues of redress
- to be free from reprisal, or a well-founded fear of reprisal, in any form for taking action to enforce his or her rights

B. Each resident of a residential care service has the responsibility:

- to respect the rights and needs of other people within the residential care service, and to respect the needs of the residential care service community as a whole
- to respect the rights of staff and the proprietor to work in an environment free from harassment
- to care for his or her own health and well-being, as far as he or she is capable
- to inform his or her medical practitioner, as far as he or she is able, about his or her relevant medical history and current state of health.

SCHEDULE 3

Rules of Residency

Clause 16

SCHEDULE 4

Clause 5

Accommodation Bond

The following provisions relate to the Accommodation Bond:

1. THE AMOUNT OF THE ACCOMMODATION BOND

- 1.1 The Resident will pay the Accommodation Bond or Periodic Payment or both shown in Item 12, 13 or 14 of the Main Details in accordance with the provisions of clause 5 of the agreement.
- 1.2 The Resident or the Resident's Representative acknowledges and agrees:
 - (a) that the Accommodation Bond has been calculated in accordance with the provisions of the Act based upon the information that the Resident or the Resident's Representative has provided to the Provider in relation to the assets of the Resident as at the date of the agreement (including without limitation the information attached as Attachment Four) and that if the information so provided is inaccurate that (in addition to all and any other rights the Provider may have as a consequence) the Provider will reassess the Accommodation Bond (if any) payable by the Resident in accordance with the Act based on the Resident's value of assets; and
 - (b) that the Accommodation Bond has been worked out, in part, by the Provider by reference to the category of Accommodation (each a "Category of Accommodation") in the Care Facility by reference to the table set out in Attachment One in which the Resident is to be accommodated as at the Date of Entry and that if, at the request of the Resident and the agreement of the Provider, the Resident moves to a different Category of Accommodation in the Care Facility then the Accommodation Bond will be as from the date of the Resident's move adjusted accordingly to an amount worked out (subject to the Act) in accordance with the provisions set out in Attachment One.
- 1.3 The Resident or the Resident's Representative authorises the Provider to recalculate the Accommodation Bond in accordance with the provisions of clauses 1.2 (a) and/or (b) ("the Recalculated Accommodation Bond"). The Resident or the Resident's Representative agrees upon these calculations being made that the Recalculated Accommodation Bond shall apply to the period during which the Resident is accommodated in the Care Facility where the provisions of clause 1.2 (a) apply or in the different Category of Accommodation where the provisions of clause 1.2 (b) apply and that the Resident shall pay the Recalculated Accommodation Bond to the Provider in respect of that period.
- 1.4 The Resident or the Resident's Representative agrees to sign all such further documentation and do all such further acts matters and things as may be required in order that the Recalculated Accommodation Bond be paid and that all incidental matters relating to it be undertaken to accord with the requirements of the Act.

- 1.5 Each of the provisions of this Schedule 4 shall apply in respect of the Recalculated Accommodation Bond in the same manner as they applied in respect of the Accommodation Bond as at the Date of Entry provided that for the purposes of the calculation of any period of time the Recalculated Accommodation Bond shall be deemed to have been paid as at the same time and in the same manner as to lump sum and/or periodic payments (subject to the election of the Resident) as the Accommodation Bond formerly paid by the Resident to the Provider.
- 1.6 Despite the Resident and the Provider agreeing that the Resident will move to a different Category of Accommodation in the Care Facility ("the Varied Accommodation"), if at any time and for any reason the Recalculated Accommodation Bond is not payable by reason of any of the provisions of the Act and/or the Provider is of opinion that the Provider may be placed at any disadvantage as a consequence of any of the provisions of the Act, then the Resident or the Resident's Representative acknowledges and agrees that:
- (a) that the Provider is free from any obligation to provide Varied Accommodation; and
 - (b) the Resident will not be entitled to move to a different Category of Accommodation in the Care Facility; and
 - (c) the Accommodation Bond payable under the agreement immediately prior to the Varied Accommodation being discussed will remain in full force and effect.
- 1.7 Where there has been a Recalculated Accommodation Bond as a consequence of the provisions of the operation of clause 1.2 (a) then the Resident must indemnify the Provider for loss of income incurred by the Provider which will include without limitation:
- (a) any increased Retention Amounts that would otherwise have been payable; and
 - (b) increased amounts of interest on the amount of any increase in the Accommodation Bond that would otherwise have been paid or payable to the Provider for the period from the date of payment of the Accommodation Bond up to the date of payment of the Recalculated Accommodation Bond; and
 - (c) additional subsidy that the Provider would have been paid under the Act had the income and assets information provided to the Provider by the Resident or the Resident's Representative been accurate.
- 1.8 The parties acknowledge and agree that the Recalculated Accommodation Bond is the one and the same accommodation bond that is payable by the Resident in respect of the Resident entering the Care Facility.

2. THE RESIDENT'S RIGHT TO ELECT THE MANNER OF PAYMENT

The Resident may elect to pay the Accommodation Bond:

- 2.1 wholly by periodic payments;
- 2.2 in one lump sum; or
- 2.3 partly by lump sum and partly by periodic payments.

3. PERIODIC PAYMENTS

3.1 Based upon the Accommodation Bond payable on the Date of Entry and worked out in accordance with the Act and the following formula the amount of each periodic payment payable by the Resident is as follows:

$$PP = \frac{(LSE \times IR) + RC}{365}$$

where:

IR is the Interest Rate referred to in Item 10 of the Main Details

PP is the amount of the periodic payment;

LSE is the amount of the Lump Sum Equivalent

RC means:

- (a) if no part of the Accommodation Bond is paid as a lump sum - the amount of the total amount of Retention Amount for the twelve months during the first year (as defined in clause 8.1 of this Schedule) calculated by reference to clause 8.1 of this Schedule that the Provider would have been entitled to deduct, retain or be paid if the Resident paid the whole of the Accommodation Bond as a lump sum; or
- (b) if part of the Accommodation Bond is paid as a lump sum - the amount calculated by reference to (a) less such proportion thereof as is calculated by reference to the same ratio that the Lump Sum Equivalent bears to the amount of the Accommodation Bond,

PROVIDED THAT if the lump sum is sufficient to cover the total of the Retention Amounts payable for the period of 5 years commencing from the Date of Entry and the Resident or the Resident's Representative so elects in writing given to the Provider:

- (i) RC shall be nil; and
- (ii) the total of the Retention Amounts, including the retention component that would otherwise be payable on the Lump Sum Equivalent, may be deducted from the amount as a lump sum.

3.2 If the Resident elects to pay the whole or part of the Accommodation Bond by way of periodic payments, the Resident must pay the periodic payments set out in Item 13.4 or Item 14.13 of the Main Details.

3.3 The minimum amount of periodic payments payable by the Resident following entry to the Care Facility is the amount representing the periodic payments that would have been payable for a period of three calendar months.

3.4 The Provider may charge the full amount of a periodic payment that is payable for the month in which the Resident leaves the Care Facility.

3.5 The Resident acknowledges that the Provider is entitled to retain the whole of the amount of the Accommodation Bond paid by way of periodic payments.

- 3.6 Periodic payments are payable fortnightly or monthly in advance as specified by the provider.
- 3.7 Despite the Resident's election to pay any part of the Accommodation Bond by periodic payments:

- the Resident may at any time pay as a lump sum all or any part of the Lump Sum Equivalent.

4. LUMP SUM PAYMENT

- 4.1 The minimum amount of interest and retentions payable by the Resident following entry to the Care Facility is the amount representing interest and retentions which would have been payable for a period of three calendar months.

5. LUMP SUM PLUS PERIODIC PAYMENTS

- 5.1 Periodic payments are payable fortnightly or monthly in advance as specified by the Provider.
- 5.2 Despite the Resident's election to pay any part of the Accommodation Bond by periodic payments:

- the Resident may at any time pay as a lump sum all or any part of the Lump Sum Equivalent.

- 5.3 The minimum amount of periodic payment payable by the Resident following entry to the Care Facility is the amount representing the periodic payments that would have been payable for 3 calendar months.

- 5.4 The Provider may charge the full amount of a periodic payment that is payable for the month in which the Resident leaves the Care Facility.

- 5.5 The Resident acknowledges that the Provider is entitled to retain the whole of the amount of the Accommodation Bond paid by way of periodic payments.

6. THE PROVIDER'S RIGHT TO INTEREST ON THE ACCOMMODATION BOND

- 6.1 If the Resident pays the Accommodation Bond wholly or partly as a lump sum after the Date of Entry, the Provider shall be entitled to interest on the lump sum portion of the Accommodation Bond ("the lump sum") worked out in accordance with the following formula:

$$\frac{(\mathbf{IR} \times \mathbf{LS} \times \mathbf{ND})}{365}$$

where:

IR is the Interest Rate set out in Item 10 of the Main Details;

LS is the lump sum; and

ND is the number of days from the Date of Entry to the date the lump sum is paid.

- 6.2 If the Resident is provided with Residential Care for 2 months or less and pays the Accommodation Bond wholly or partly as a lump sum and the lump sum is refunded within 3 months of the Date of Entry then the Provider shall be entitled to interest on the lump sum worked out in accordance with the following formula:

$$\frac{(\mathbf{IR} \times \mathbf{LS} \times \mathbf{ND})}{365}$$

where:

IR is the Interest Rate set out in Item 10 of the Main Details;

LS is the lump sum; and

ND is the number of days in the period from the date the lump sum was refunded to the date being 3 months after the Date of Entry.

- 6.3 If the Resident leaves the Care Facility within 2 months of entering the Care Facility and has agreed to pay the Accommodation Bond wholly or partly as a lump sum and does not pay the lump sum before leaving the Care Facility then the Provider shall be entitled to interest on the lump sum worked out in accordance with the following formula:

$$\frac{(\mathbf{IR} \times \mathbf{LS} \times \mathbf{ND})}{365}$$

where:

IR is the Interest Rate set out in Item 10 of the Main Details;

LS is the lump sum; and

ND is the number of days in 3 calendar months from the Date of Entry

- 6.4 If the Resident leaves the Care Facility after being provided with Residential Care for more than 2 months and has agreed to pay the Accommodation Bond wholly or partly as a lump sum and does not pay the lump sum before leaving the care facility then the Provider shall be entitled to interest on the lump sum worked out in accordance with the following formula:

$$\frac{(\mathbf{IR} \times \mathbf{LS} \times \mathbf{ND})}{365}$$

where:

IR is the Interest Rate set out in Item 10 of the Main Details;

LS is the lump sum; and

ND is the number of days in the period beginning on the first day of the month in which the Date of Entry occurred, to the last day of the month in which the Resident leaves the Care Facility.

6.5 If the provisions of both sub-clauses 6.1 and 6.2 of this schedule are applicable, the Provider is entitled to receive the aggregate of the amounts worked out in accordance with both of those sub-clauses.

7. MONTHLY RETENTION AMOUNTS AND OTHER DEDUCTIONS FROM ACCOMMODATION BOND LUMP SUM

7.1 Where the Resident agrees to pay the Accommodation Bond wholly or partly as a lump sum, the Provider shall be entitled to deduct, retain or be paid from the Accommodation Bond lump sum during each month or part of a month that the Resident is provided with Residential Care in the Care Facility by way of Retention Amount the amount specified at Item 12.7 or Item 14.9 of the Main Details to this Agreement.

7.2 The Retention Amount will be calculated for whole months. Months commence on the day the Resident entered the Care Facility and end on the day before the corresponding day of the next month. If there is no such corresponding day, ending on the last day of the next month. Two examples are provided of this calculation as follow:

(i) A Resident entered the Care Facility on 30 January 2006 and left on 26 February 2007. The maximum number of months of Retention Amount the Provider shall be entitled to keep from the Accommodation Bond is as follows: 12 full months from 30 January 2006 to 29 January 2007, plus the part month from 30 January to 26 February 2007, a total of 13 full months retention.

(ii) A Resident entered the Care Facility on 31 January 2006 and left on 3 March 2007. the maximum number of months of Retention Amount the Provider shall be entitled to keep from the Accommodation Bond is as follows: 13 full months from 31 January 2006 to 28 February 2007, plus the part month of 3 days from 1 March to 3 March, a total of 14 full months retention.

7.3 In addition to the Retention Amount the Provider will be entitled to deduct, retain or be paid from the Accommodation Bond the amounts specified in clause 5.6 (b) and (c) of this Agreement.

8. PERIOD OF TIME FOR RETENTION AMOUNTS TO BE DEDUCTED

8.1 The Retention Amounts may only be deducted during the period of 60 months (or such other period as may be specified under the Act) starting from the latest of the following days:

- (a) the Date of Entry; and
- (b) the Date of Certification (if the Care Facility is not Certified on the Date of Entry); and
- (c) if a determination of Financial Hardship exists in accordance with the Act in respect of the Resident - the day on which the determination ceases to be in force and such other date as is worked out in accordance with the User Rights Principles.

8.2 If the Accommodation Bond has already had Retention Amounts deducted from it in respect of another accommodation bond previously paid by the Resident the period of 5 years is reduced by each month in respect of which a Retention Amount was so deducted.

8.2 If the Resident is provided with residential care for two months or less at the Care Facility, the Resident, for the purposes of working out the Retention Amounts, is taken to have received that care for 3 months unless the User Rights Principles specify a shorter period.

9. REFUND OF ACCOMMODATION BOND BALANCE

9.1 The Accommodation Bond Balance must be refunded by the Provider if:

- (a) the Resident dies (Subject to clause 9.4); or
- (b) the Resident ceases to be provided with Accommodation and Residential Care at the Care Facility (other than because the Resident is on leave); or
- (c) the Certification of the Care Facility lapses or is revoked.

9.2 The Accommodation Bond Balance must be refunded:

- (a) if the Resident enters another residential care service:
 - (i) if the Resident has notified the Provider more than 14 days before the day on which the Provider ceases providing Residential Care for the Resident - on the day on which the Provider ceases providing that Residential Care; or
 - (ii) if the Resident so notified the Provider within 14 days before the day on which the Provider ceases providing Residential Care - within 14 days after the day on which the Resident notified the Provider of intending to move to another residential care service or
 - (iii) if the Resident did not notify the Provider before the day on which the Provider ceases providing Residential Care - within 14 days after the day on which the Provider ceases providing Residential Care; and
- (b) in any other case - within 14 days after the day on which the event referred to in clause 9.1 (a), (b) or (c) (whichever is applicable) happens (subject to clause 9.4).

9.3 The Resident's Accommodation and the Care Facility must be vacated before the day upon which the refund is payable under clause 9.2 except in the event referred to in clause 9.1 (c).

9.4 If the Resident dies, the Accommodation Bond Balance will be paid to the person legally entitled to receive the payment within 14 days after the day on which the Provider is shown either the probate on the will of the Resident or letters of administration of the estate of the Resident or will be paid to a Representative of the Resident if a Transfer Indemnity Guarantee is supplied in favour of the Provider within 14 days of the death of the Resident.

9.5 If the Resident ceases to be provided with Residential Care at the Care Facility (other than because the Resident is on leave) the Resident may agree with the Provider to delay refunding the Accommodation Bond Balance on condition that, if the Resident requests re-entry to the Care Facility:

- (a) the Provider must allow entry if:
 - (i) there are any places vacant in the Care Facility;
 - (ii) the Resident has been approved under Part 2.3 of the Act as a recipient of Residential Care; and

(b) an Accommodation Bond is not payable in respect of that re-entry.

If an agreement is made:

(c) Retention Amounts must not be deducted in respect of the period:

(i) beginning on the day when the Resident ceased to be provided with Residential Care; and

(ii) ending when the Resident re-enters the Care Facility; and

(d) the period of 60 months referred to in clause 8.1 of this schedule is to be worked out excluding the period referred to in (c).

10. CONDITIONS APPLYING IF THE RESIDENT AGREES TO PAY ACCOMMODATION BOND BUT DOES NOT ENTER CARE FACILITY

10.1 If the Resident doesn't enter the Care Facility, and has paid an Accommodation Bond, the entire Accommodation Bond will be refunded to the Resident.

11. APPLICABLE FINANCIAL HARDSHIP PROVISIONS

11.1 If the Resident is not a Concessional Resident and an Accommodation Bond is not paid because the Provider or the Resident has applied to the Secretary for a determination under section 57-14 (1) of the Act that the Resident must not be charged an Accommodation Bond because paying the Accommodation Bond would cause the Resident financial hardship, then the amount of the Accommodation Bond specified in the Main Details shall be payable by the Resident:

(a) if the Secretary declines to make the determination, or

(b) the determination is made but later ceases to be in force.

12. PROVISION OF INFORMATION TO THIRD PARTIES

12.1 If the Resident wishes to move to another residential care service ("New Service") the Provider may ask the Resident for permission to provide the information set out below to the approved provider of the New Service:

- whether the Resident has agreed to pay an Accommodation Bond; and
- if so the amount agreed and, if the Resident has agreed to pay that amount wholly or partly by periodic payments, the lump sum equivalent; and
- the period remaining during which Retention Amounts may be deducted from the Resident's Accommodation Bond Balance; and
- amounts that may be deducted from the Accommodation Bond Balance.

13. PRUDENTIAL REQUIREMENTS

13.1.1 In accordance with the Act, any Accommodation Bond paid by the Resident will be protected by the specific Prudential Arrangements approved of by the Secretary to the Department pursuant to Part 4 of the User Rights Principles.

13.2 The Prudential Arrangements applicable to the Resident's Accommodation Bond are shown below:

The funds are able to be used for aged care related purposes which are specified in s57-2(n) of the Act.

The Provider guarantees repayment of the Accommodation Bond Balance within the timeframes specified by the Australian Government and detailed in full in Clause 9 of this Schedule.

The Provider guarantees that it has, throughout each year, enough insurance to cover losses arising from fraud, loss of earnings, fire, flood or other reasonably insurable events that may affect the ability of the Provider to refund Accommodation Bond Balances.

Within four (4) months of the end of each financial year for the Provider, the Provider will prepare a written statement that must state:

- (a) the total number of bond balances held by the Provider as at the end of the financial year
- (b) the total value of bond balances held by the Provider as at the end of the financial year
- (c) if, during the financial year, bond balances were not refunded in accordance with the Act
- (d) if, for the whole or part of the financial year, the Provider was not permitted to charge an accommodation bond
- (e) whether the Provider has, during the year, complied with the Liquidity Standard; the Records Standard; and the Disclosure Standard (detailed below)

The statement will be signed off by the company directors or otherwise by a member of the group of people who are responsible for the Provider's executive decisions;

The statement will also be certified, or qualified as appropriate, by an independent auditor or accountant;

Within four (4) months after the end of financial year the Provider will send a copy of the certified statement to the state office of the Department;

The Provider will also give a copy of the statement to each Resident who has paid an Accommodation Bond that has not been refunded and to each prospective Resident who wishes to enter the Care Facility.

The Liquidity Standard

Providers will be required to:

- have sufficient liquidity to ensure that they can refund bond balances as they fall due
- implement and maintain a written liquidity management strategy that identifies
 - the amount required to ensure that the provider has sufficient liquidity to refund bonds as they fall due in the following 12 months;
 - the factors that the Provider had regard to in determining the minimum level of liquidity; and

- the form(s) in which the provider will maintain minimum levels of liquidity
- maintain the minimum level of liquidity detailed in the Provider's liquidity management strategy in the form that the Provider has stated

Records Standard (Bond register)

Providers are required to develop and maintain a bond register that will include information about all bonds held by the Provider. The requirements for bond register entries are only for lump sum bonds. If a Resident has paid partly by lump sum and partly by periodic payments, an entry on the bond register must be made for the lump sum component of the bond.

The bond register should include:

- Resident details
- Bond details
- Deductions
- Refund of bond

Disclosure Standard

Providers will be required to provide the following information:

- For all new Residents who pay bonds, a copy of the bond agreement and written guarantee must be provided to the Resident within 7 days of the bond agreement being signed
- Within four (4) months of the end of each financial year, the Provider will provide the Resident with:
 - copy of the Resident's entry on the bond register as at the end of the financial year;
 - information about the number of bond balances that were not refunded on time in the previous financial year;
 - a statement about whether the Provider complied with the Prudential Standards in the previous financial year; and
 - a copy of the audit opinion on whether the Provider has complied with the applicable Prudential Standards;
- If a resident who has paid a bond requests a copy of their entry on the bond register, then the Provider must provide this to the Resident within 7 days of the request;
- If a resident who has paid a bond requests a copy of the Provider's audited accounts then this must be provided. For Providers who receive CAP, the audited account is the audited General Purpose Financial Report; and
- To prospective residents (or their representatives) on request, the following information in relation to the preceding financial year:
 - the number of bond balances not returned on time;
 - whether the Provider has complied with the Prudential Standards;
 - a copy of the audit opinion on whether the Provider has complied with the applicable Prudential Standards; and
 - the most recent audited financial accounts

- To the Department, information regarding compliance with the Prudential Standard

- 13.3 There are three types of amounts that the Provider may retain from the lump sum bond before it is refunded to the Resident:

An amount called a Retention Amount which may be deducted each month up to a period of 5 years. This amount will be used by the facility to improve the quality of accommodation or care. The agreement must set out the exact amount of each Retention Amount. This must not exceed maximum amounts set out in the legislation.

Any amounts which the Resident has agreed to pay to the facility in the agreement or any Extra Services Agreement where the amounts are still outstanding at the time the Resident leaves the facility. These amounts may include any fees agreed to be left outstanding and to be retained from the lump sum bond before refund.

Amounts representing interest on the above, worked out in accordance with the legislation.

- 13.4. The remaining part of the Accommodation Bond is repaid to the Resident when the Resident leaves the Care Facility, or the Resident's estate if the Resident dies. If the Resident transfers to a new service the Accommodation Bond can be transferred to that new service. The Resident cannot be asked to pay another Accommodation Bond. Before the Accommodation Bond can be transferred or repaid the Resident must agree with the Provider on whether any other debts outstanding under the agreement or an Extra Services Agreement can also be deducted from the Accommodation Bond. The Provider will ask the Resident to sign a prescribed form to indicate the Resident's agreement to any such deduction. The Provider will deduct this amount from the Resident's Accommodation Bond before paying the balance to the Resident.

14. PROBATE OR OTHER ESTATE FINALISATION

- 14.1 It is a requirement of the Provider that no repayment of any part of the Accommodation Bond will be made to any representative of any deceased Resident before a copy of a grant of probate or letters of administration is received by the Provider, subject to Clause 14.2, below.
- 14.2 A Representative may provide an indemnity to the Provider from a major insurance underwriter in the form of a Transfer Indemnity Guarantee. This is to indemnify the Provider against the possibility of incorrect payment to that Representative. Such indemnity must be provided to the Provider within 14 days of the death of a Resident.
-

SCHEDULE 5

Clause 22.1

SERVICES TO BE PROVIDED TO EXTRA SERVICE CARE RECIPIENTS

1. ACCOMMODATION - principles

A range of accommodation and furnishing choices is available to residents in well maintained buildings and grounds that meet, or are being refurbished to meet, requirements of the 2008 certification standards for new buildings as a minimum. Choices of recreational and communal spaces are available to support varying interactions in an atmosphere that is comfortably social and homelike. Furniture, furnishings and fittings are of a superior standard and indicate that professional attention has been given to the nature of the fittings, the use of a consistent style or styles and the creation of appropriate colour schemes.

1.1 Accommodation – building standards

- The building (or Extra Service part) meets or exceeds 2008 certification standards for new buildings

1.2 Accommodation - features

- Individual single rooms have an average floor area of 16m² or more (excluding ensuite)
- Provision of toilets and showers over and above the ratios for 2008 certification requirements.
- More than 50% of rooms are private single rooms, with options for shared rooms at the request of residents, subject to availability
- Heating and cooling systems for residents' rooms that are individually controllable by the resident or staff
- Internal lounge/dining/sitting rooms at a minimum ratio of 1 per 10 residents.
- At least one private function/dining room for residents and visitors, separate from main dining area(s)
- Natural light and vistas to a majority of residents' rooms.
- Courtyards, balconies or verandahs accessible to a majority of residents.
- Substantial landscaped gardens, readily accessible to residents, including residents with mobility aids.

1.3 Accommodation – furniture and fittings

- Colour coordinated décor and quality fittings. Includes quality furniture, maintained to a high standard comparable to furniture found in people's homes, e.g. mantelpieces/fireplaces, pianos, display cupboards, occasional tables, hall tables etc.
- Superior quality floor coverings (e.g. carpet, cushion back vinyl) in common areas and residents' rooms.
- TV connection capability provided in all residents' rooms.
- Phone connection capability provided in all residents' rooms.
- Computer and/or cable or satellite TV connection capability provided to all residents' rooms
- Sufficient dedicated power points for appliances in residents' rooms (with a minimum of four power sockets).
- Electric adjustable bed provided for any resident who requests it.

1.4 Accommodation – innovations and special features

- All rooms are single with private ensuite
- Every room has its own private balcony (for first floor rooms) or private patio (for ground floor rooms)
- Each floor in "Banksia" House features four suites – larger rooms that can be configured as bed-sits with their own kitchenette and lounge area

2. FOOD – Principles

Residents have access to a wide range of main meals, snack meals and beverage options at times of their choosing. The enjoyment and experience of meals is enhanced by the setting, personal services, and use of quality china, glassware, linen and cutlery. Residents' preferences for meal services are sought and acted upon and a range of options is available for residents with restricted ability to eat some foods.

2.1 Food

- One hot dish, excluding porridge, at each breakfast
- Choice of at least 2 main courses plus entree/soup and/or a choice of desserts at lunch *and* dinner.
- Choice of quality wine, beer, soft drinks at main meals

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• Pre-dinner drinks/cocktail time/happy hour at least once a week.
• *BBQs/special occasion meals provided over and above routine social and cultural meals and events provided as part of Specified Care and Services or claimable under the Resident Classification Scale.
• All meals are prepared by chef or cook on site. Superior quality cuts and ingredients, fresh vegetables etc are consistently used.
• Enhanced dining experience for residents, e.g., enjoyable aromas, ability to view food before it is served (in dining room); fine china, linen and cutlery; meal presentation; choice of seating.
• Choice of dining venues: in resident's own room, other room or dining rooms as requested by resident.
• Meals available for guests on request (at small cost)
• Selection of snacks and non-alcoholic beverages available 24 hours/day (additional to water, tea/coffee, juices, fruit, biscuits).

2.2 Food – innovations and special features
• Afternoon tea bus trips
• Cooking Club: club that meets twice monthly to enjoy preparing food for our various in-house functions as well as for luncheon or afternoon tea bus trips

3. SERVICES - principles
Residents are able to select from a wide range of lifestyle and interest activities and personal services, over and above their assessed care needs. Individual residents' choices and preferences are respected and residents are consulted about changes or innovations in services they would like. In conjunction with the regular review of each resident's health status and care plan, and within the overall set of services available, each resident is offered the opportunity to re-align the services they receive to their changing lifestyle.

3.1 Services – lifestyle and interests
<i>Note: Each service below is to be provided at no additional cost to the resident unless a specific note about cost is included in the description</i>
• One or more large screen TV with video / DVD in a lounge area, with no cable/satellite TV
• Provision of colour TV, with remote control capability, to each resident's room
• Substantial DVD/video library, with regular updating of stock and/or library of at least 100 books available, in good condition, and suitable for residents to read, including large print books.
• A local or national daily newspaper provided for each resident on request, with residents able to select from a choice of at least 2 papers. A selection of current issues of weekly and monthly magazines available in lounge areas.
• Separate external buildings available for residents' leisure activities, e.g., workshop, garden shed, gazebo
*Activities offered to residents as additional choices that are available to them as individuals. These are to be over and above activities that are either: - routine in-house or individual activities provided as part of the Specified Care and Services; or - activities provided to meet the resident's assessed care needs
• Men's Club: Monthly club for the gents to enjoy a 'men only' get together with guest speakers, visiting entertainers, beer, wine and hot savouries

3.1 Services – lifestyle and interests continued
• Armchair Travel: Viewing of professional videos specific to the country of the residents' choice. Decorations, menus and activities for the day are themed to the particular country.
*Outings offered to residents as additional choices that are available to them as individuals. These are to be over and above outings that are either: - routine in-house group or individual outings provided as part of the Specified Care and Services; or - outings that are provided to meet the resident's assessed care needs Residents may be asked to pay for the cost of admission to events or venues
• 'Tournament of the Minds': Monthly outing to other local residential aged care facilities (on a rotational basis) where residents enjoy participation in quiz competitions followed by morning tea
• Weekly bus trips to local shopping centre with Star Transport (at resident cost for purchases and small transport fee)

3.2 Services – enhanced personal services
* Additional personal grooming and beauty services (e.g. facials, manicures) chosen by the resident for personal enjoyment. These are to be over and above services that are either: - routine services provided as part of Specified Care and Services; or - services that are provided to meet the resident's assessed care needs.
<i>Note: Each service below is to be provided at no additional cost to the resident unless a specific note about cost is</i>

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<i>included in the description.</i>
<ul style="list-style-type: none"> • Manicure by visiting nail technician at resident cost
<ul style="list-style-type: none"> • Monthly facials by visiting qualified beautician (at resident cost and subject to skin integrity assessment) at resident cost
<ul style="list-style-type: none"> • Shopping Service: Fortnightly service for residents unable to join organised shopping outings (at resident cost for purchases)
<ul style="list-style-type: none"> • Dedicated hairdressing salon
<p>* Additional elective tactile or massage services chosen by the resident for personal enjoyment. These are to be over and above services that are either:</p> <ul style="list-style-type: none"> - routine services provided as part of Specified Care and Services; or - services that are provided to meet the resident's assessed care needs.
<ul style="list-style-type: none"> • Aromatherapy: Weekly complimentary individually planned aromatherapy with hand, foot or shoulder massage
<ul style="list-style-type: none"> • Fortnightly availability of full body massage by qualified masseuse – as requested and at resident cost
<ul style="list-style-type: none"> • * Provision of escort to outside appointments, as requested by resident or family at resident cost

3.3 Services – innovations, culture of service and special features
<ul style="list-style-type: none"> • Men's Darts Club: Monthly club for the gentlemen to enjoy a friendly darts competition whilst enjoying beer, wine and savouries
<ul style="list-style-type: none"> • Fashion Parades: Held every 2 months, this is an opportunity for the ladies to enjoy viewing fashions from local outlets and enjoy a chance to model – followed by afternoon tea
<ul style="list-style-type: none"> • Current Affairs Discussion Group: Twice weekly group that gathers to read the local and national newspapers to be followed by discussions on current topics of interest.
<ul style="list-style-type: none"> • Eprapah Tours: Twice yearly organised, guided tour around the Redland Shire to learn local history and visit local native flora and flora habitats

SCHEDULE 6

Clause 24.1

Special Conditions

(Here add any special conditions - if none write "NIL")

ATTACHMENT ONE

“Categories of Accommodation”

(Schedule 4, Clause 1)

ATTACHMENT TWO

“Aged Care Complaints Investigation Scheme”

(Residential Care Agreement, Clause 18.8)

New South Wales

Aged Care Complaints Investigation Scheme
Department of Health & Ageing
GPO Box 9848
SYDNEY NSW 2001
(letters should be marked ‘Confidential’)

Ph: (02) 9263 3707
(02) 9263 3708
(02) 9263 3709
Toll-free: 1800 550 552

Victoria

Aged Care Complaints Investigation Scheme
Department of Health & Ageing
GPO Box 9848
MELBOURNE VIC 3001

Toll-free: 1800 13 3374
Toll-free: 1800 550 552

Queensland

Central and South Queensland

Aged Care Complaints Investigation Scheme
Department of Health & Ageing
GPO Box 9848
BRISBANE QLD 4001

Ph: (07) 3360 2765
Toll-free: 1800 17 7099
Toll-free: 1800 550 552

North Queensland

Aged Care Complaints Investigation Scheme
Department of Health & Ageing
GPO Box 206
AITKENVALE QLD 4814

Toll-free: 1800 01 9030
Toll-free: 1800 550 552

South Australia

Aged Care Complaints Investigation Scheme
Department of Health & Ageing
GPO Box 9848
ADELAIDE SA 5001

Toll-free: 1800 550 552
Toll-free: 1800 18 8098
Fax: (08) 8237 8220

Western Australia

Aged Care Complaints Investigation Scheme
Department of Health & Ageing
GPO Box 9848
PERTH WA 6001

Ph: (08) 9346 5225
Toll-free: 1800 550 552

Tasmania

Aged Care Complaints Investigation Scheme
Department of Health & Ageing
GPO Box 9848
HOBART TAS 7000

Ph: (03) 6221 1451
Toll-free: 1800 00 5119
Toll-free: 1800 550 552

Northern Territory

Darwin

Aged Care Complaints Investigation Scheme
Department of Health & Ageing
GPO Box 9848
DARWIN NT 0800

Toll-free: 1800 01 9122
Toll-free: 1800 550 552

Alice Springs

The Regional Manager
Department of Health & Ageing
P O Box 8091
ALICE SPRINGS NT 0871

Toll-free: 1800 550 552
Fax: (08) 8950 1655

Australian Capital Territory

Aged Care Complaints Investigation Scheme
Department of Health & Ageing
GPO Box 9848
CANBERRA CITY ACT 2601

Toll-free: 1800 550 552
Toll-free: 1800 02 0102
Fax: (02) 6274 5222

ATTACHMENT THREE

“Advocacy Services”

(Residential Care Agreement, Clause 18.4 and Clause 18.9)

New South Wales

The Aged Rights Service
Level 4
418A Elizabeth St
SURRY HILLS
SYDNEY NSW 2010

Ph: (02) 9281 3600
Toll Free: 1800 424 079
Fax: (02) 9281 3672
E-mail: tars@magna.com.au

Victoria

Residential Care Rights
Level 4
140 Queen Street
MELBOURNE VIC 3000

Ph: (03) 9602 3066
Toll Free: 1800 133 312
Fax: (03) 9602 3102
E-mail: rights@mpx.com.au

Queensland

QLD Aged & Disability Advocacy Inc
121 Copperfield Street
GEEBUNG QLD 4034

BRISBANE OFFICE
Ph: (07) 3637 6000
Toll-free: 1800 818 338
Fax: (07) 3637 6001
E-mail: info@oada.org.au

GOLD COAST

Ph: (07) 5588 0499
Fax: (07) 5591 2583

SUNSHINE COAST

Ph: (07) 5479 1969

TOWNSVILLE

Ph/Fax: (07) 4771 6541

South Australia

Aged Rights Advocacy Service Inc.
45 Flinders Street
ADELAIDE SA 5000

Ph: (08) 8232 5377
Toll-free: 1800 802 030
Fax: (08) 8232 5388
E-mail: marilyn@agedrights.asn.au

Western Australia

Advocare
Level 3, Kings Complex
517 Hay Street
PERTH WA 6000

Ph: (08) 9479 7566
Toll Free: 1800 655 566
Fax: (08) 9479 7599
E-mail: advocare@iinet.com.au

Tasmania

Advocacy Tasmania Inc
Suite 6, Mayfair on the Bay
236 – 244 Sandy Bay Road
SANDY BAY TAS 7006

Ph: (03) 6224 2240
Toll-free: 1800 005 131
Fax: (03) 6224 2411
E-mail: advocacy@courier.tas.gov.au

Northern Territory

Darwin

Aged & Disability Rights DCLS
8 Manton St
DARWIN NT 0801
Ph: (08) 8982 1111
Toll-free: 1800 812 053
Fax: (08) 8982 1112
E-mail: Deb Hall@fcl.asn.au

Alice Springs

Centacare Alice Springs
8 Hartley St
ALICE SPRINGS NT 0871
Ph: (08) 8953 8012
Toll-free: 1800 354 550

Australian Capital Territory

ACT Disability, Aged and Carer Advocacy
Service
Suite 207, Block C
Canberra Technology Park
Phillip Avenue
WATSON ACT 2602

Ph: (02) 6242 5060
Fax: (02) 6242 5063
E-mail: adacas@ozemail.com.au

Notes

Note – This is for High Care Residents Only (excluding Extra Services High Care) who enter permanent residential care for the first time from 20 Mar 08.

**ATTACHMENT FOUR
“Declaration of Having Sufficient Assets to be Levied an Accommodation Charge
of \$26.88/day”
(Residential Care Agreement, Clause 6.1)**

“To: The Service Provider

I, Mr/Mrs/Ms wish to be admitted to, and be provided with residential care through, *ROSEVALE COURT* . **I was not previously in permanent residential care prior to 20 Mar 08**

I do not wish to provide to you information concerning the value of my assets which information I acknowledge and agree is essential for you to know if you are to have sufficient information about my assets to work out my status.

I understand that I must have assets of at least \$91,910.40 and **not** be in receipt of an Australian Government pension (full or part) to be charged the maximum Accommodation Charge of \$26.88 per day.

I warrant to you that I am NOT in receipt of either a full or part pension and that I have sufficient assets to allow you to charge me the maximum Accommodation Charge.

I confirm that I understand that you will, therefore, levy me an Accommodation Charge of **\$26.88** per day in accordance with the provisions of the Aged Care Act 1997 and the Principles made under that Act, which Accommodation Charge I shall pay in addition to all other fees and charges payable by me to you.

SIGNED:
Resident: _____ Date//.....

OR Signed by the Resident
by being signed by his/her Representative: _____ Date://.....

Important Note: Whether you are entering residential care for the first time or transferring from another service, your calculation of total assets must **include** any gifts you have made since 10 May 2006 that exceed the “allowable amount” of gifts. The “allowable amount” to gift is \$10,000 in a single financial year, or \$30,000 in a five year financial period.

Note – This is for High Care Residents Only (excluding Extra Services High Care) who enter permanent residential care for the first time from 20 Mar 08.

**ATTACHMENT FOUR
“Declaration of Having Sufficient Assets to be Levied an Accommodation Charge
of \$21.39/day”
(Residential Care Agreement, Clause 6.1)**

“To: The Service Provider

I, Mr/Mrs/Ms wish to be admitted to, and be provided with residential care through, *ROSEVALE COURT* **I was not previously in permanent residential care prior to 20 Mar 08.**

I do not wish to provide to you information concerning the value of my assets which information I acknowledge and agree is essential for you to know if you are to have sufficient information about my assets to work out my status.

I understand that I must have assets of at least \$91,910.40 and be in receipt of an Australian Government pension (full or part) to be charged the maximum Accommodation Charge of \$21.39 per day.

I warrant to you that I am in receipt of either a full or part pension and that I have sufficient assets to allow you to charge me the maximum Accommodation Charge.

I confirm that I understand that you will, therefore, levy me an Accommodation Charge of **\$21.39** per day in accordance with the provisions of the Aged Care Act 1997 and the Principles made under that Act, which Accommodation Charge I shall pay in addition to all other fees and charges payable by me to you.

SIGNED:
Resident: _____ Date/...../.....

OR Signed by the Resident
by being signed by his/her Representative: _____ Date:/...../.....

Important Note: Whether you are entering residential care for the first time or transferring from another service, your calculation of total assets must include any gifts you have made since 10 May 2006 that exceed the “allowable amount” of gifts. The “allowable amount” to gift is \$10,000 in a single financial year, or \$30,000 in a five year financial period.

Note – This is for Low Care or Extra Services Residents Only

ATTACHMENT FOUR

**“Declaration of Having Sufficient Assets to be Levied an Accommodation Bond Lump Sum”
(Schedule Four, Clause 1.2(a))**

“To: The Service Provider

I, Mr/Mrs/Ms wish to be admitted to, and be provided with residential care through, *ROSEVALE COURT*

I understand that I must be left with a minimum of \$36,000 in assets after paying any Accommodation Bond.

I do not wish to provide to you information concerning the value of my assets which information I acknowledge and agree is essential for you to know if you are to have sufficient information about my assets to work out my status.

I understand how the tests operate to determine whether I have sufficient assets to pay the requested Accommodation Bond **and I warrant to you that I have sufficient assets to be left with assets of at least \$36,000** after payment of the Accommodation Bond.

I confirm that I understand that you will, therefore, charge me an Accommodation Bond Lump Sum of \$_____ in accordance with the provisions of the Aged Care Act 1997 and the Principles made under that Act, which Accommodation Bond I shall pay in addition to all other fees and charges payable by me to you.

SIGNED:
Resident: _____ Date/...../.....

OR Signed by the Resident
by being signed by his/her Representative: _____ Date:/...../.....

Important Note: Whether you are entering residential care for the first time or transferring from another service, your calculation of total assets must include any gifts you have made since 10 May 2006 that exceed the “allowable amount” of gifts. The “allowable amount” to gift is \$10,000 in a single financial year, or \$30,000 in a five year financial period

Note – This is for Low Care or Extra Services Residents Only

**ATTACHMENT FOUR
“Declaration of Having Sufficient Assets to be Levied a Periodic Payment”
(Schedule Four, Clause 1.2(a))**

“To: The Service Provider

I, Mr/Mrs/Ms wish to be admitted to, and be provided with residential care through, *ROSEVALE COURT* .

I understand that I must be assessed to be left with a minimum of \$36,000 in assets in addition to the Lump Sum Equivalent on which the Periodic Payment is based.

I do not wish to provide to you information concerning the value of my assets which information I acknowledge and agree is essential for you to know if you are to have sufficient information about my assets to work out my status.

I understand how the tests operate to determine whether I have sufficient assets to pay the requested Periodic Payment **and I warrant to you that I have sufficient assets to be left with assets of at least \$36,000** in addition to the Accommodation Bond Lump Sum Equivalent specified at Item 13.1 of the Main Details at Page 7 of this Agreement.

I confirm that I understand that you will, therefore, charge me a Periodic Payment of \$ _____ /day in accordance with the provisions of the Aged Care Act 1997 and the Principles made under that Act, which Periodic Payment I shall pay in addition to all other fees and charges payable by me to you

SIGNED:
Resident: _____ Date//.....

OR Signed by the Resident
by being signed by his/her Representative: _____ Date://.....

Important Note: Whether you are entering residential care for the first time or transferring from another service, your calculation of total assets must **include** any gifts you have made since 10 May 2006 that exceed the “allowable amount” of gifts. The “allowable amount” to gift is \$10,000 in a single financial year, or \$30,000 in a five year financial period.

Note – This is for Low Care or Extra Services Residents Only

ATTACHMENT FOUR

“Declaration of Having Sufficient Assets to be Levied an Accommodation Bond as a Lump Sum plus a Periodic Payment”

(Schedule Four, Clause 1.2(a))

“To: The Service Provider

I, Mr/Mrs/Ms wish to be admitted to, and be provided with residential care through, *ROSEVALE COURT* .

I understand that I must be assessed to be left with a minimum of \$36,000 in assets in addition to the Lump Sum Accommodation Bond **plus** the Lump Sum Equivalent on which the Periodic Payment is based.

I do not wish to provide to you information concerning the value of my assets which information I acknowledge and agree is essential for you to know if you are to have sufficient information about my assets to work out my status.

I understand how the tests operate to determine whether I have sufficient assets to pay the requested Lump Sum plus the Periodic Payment **and I warrant to you that I have sufficient assets to be left with assets of at least \$36,000** in addition to the Accommodation Bond Lump Sum **plus** the Accommodation Bond Lump Sum Equivalent as specified in Item 14 of the Main Details at Page 7 of this Agreement.

I confirm that I understand that you will, therefore, charge me an Accommodation Bond Lump Sum of \$ _____ **plus** a Periodic Payment of \$ _____/day in accordance with the provisions of the Aged Care Act 1997 and the Principles made under that Act, which Lump Sum plus Periodic Payment I shall pay in addition to all other fees and charges payable by me to you.

SIGNED:
Resident: _____ Date/...../.....

OR Signed by the Resident
by being signed by his/her Representative: _____ Date:/...../.....

Important Note: Whether you are entering residential care for the first time or transferring from another service, your calculation of total assets must **include** any gifts you have made since 10 May 2006 that exceed the “allowable amount” of gifts. The “allowable amount” to gift is \$10,000 in a single financial year, or \$30,000 in a five year financial period.

Note – This is for both High Care & Low Care Residents

ATTACHMENT FOUR
“Provision of Centrelink/DVA Assessment of Being a Fully Supported Resident”
(Schedule Four, Clause 1.2(a) or Residential Care Agreement, Clause 5.1 and Clause 6.1)

A Copy of a current Centrelink/DVA advice has been given to the Service Provider. This Centrelink/DVA advice details that the Resident is **Fully Supported**

SIGNED:
Resident: _____ Date//.....

OR Signed by the Resident
by being signed by his/her Representative: _____ Date://

Note – This is for High Care, Low Care and/or Extra Services Residents

**ATTACHMENT FOUR
“Statutory Declaration”
(Schedule Four, Clause 1.2(a) or Residential Care Agreement, Clause 6.1)**

STATEMENT OF ASSETS

ROSEVALE COURT

Resident Details

A. Name of Resident

B. Address of Resident

_____ Postcode

C. Names of Resident’s Representative / Attorney / Guardian (please specify)

D. Address of Residents’ Representative / Attorney / Guardian (please specify)

_____ Postcode

Previous Residence in an Aged Care Facility

E. Were you a permanent or respite resident in a High Care (nursing home) at 30/9/97?

Yes

No

Have you been a permanent (not respite) resident in another facility?

Yes

No

If ‘No’, please go to Item F.

If ‘Yes’, please complete the following details:

◆ Name of Other Residential Aged Care Facility:

◆ Address:

_____ Postcode _____

◆ Date of Entry at Other Aged Care Facility: ____/____/____

◆ Are you currently a resident at the other facility?

Yes

No, Departure Date ____/____/____

- ◆ Have you already paid, or agreed to pay, an accommodation **bond**, either by lump sum or periodic payment, or an accommodation **charge**, at another residential aged care facility?

Yes

No

Bonds

- ◆ Amount of your Accommodation Bond or Lump Sum Equivalent at other facility: \$ _____

- ◆ Was your Accommodation Bond subject to Retention?

Yes

No

If 'Yes', how much was the Retention?

\$ _____ p.a.

Charges

- ◆ Amount of your Accommodation Charge at the other facility: \$ _____/day.

Pension Status

- F. Are you receiving an Australian pension, part-pension or other income support payment?

Yes

No

Note: If you answer "Yes", it is a requirement that this service sights your current Pensioner Concession Card or Health Care Card.

Your Home or Place of Residence

- G. Have you owned a home within the last two years?

Yes

No

- H. Do you currently own your own home, either by yourself or with others?

Yes

No

- I. If 'Yes', do any of the following live in your home?

Spouse:

Yes

No

Dependent Child:

Yes

No

Carer:

Yes

No

(Who is eligible for a pension or benefit and has been living with you for two years or more)

Close Relative:

Yes

No

(Who is eligible for a pension or benefit and has been living with you for five years or more)

If your answer to any question in Item I, above, is 'Yes', please go to Item M.

If your answers are all 'No', please go to Item J.

- J. Does any other person or organisation have an interest in, or a share in, your home or the proceeds of any sale of your home?

Yes

No

Other Assets

N. Please specify the value of your assets other than your home and your household furnishings and personal effects:

Other Assets	(\$)
Bank, Building Society or Credit Union A/c's	
Cash, Term Deposits, Loans and Debentures	
Managed Investments including Friendly Society Bonds and Trusts	
Shares and Securities in listed or un-listed companies	
Gold and other bullion	
Assessable Approved Deposit Funds, Deferred Annuities & Superannuation Funds.	
Houses, Units, Land or Real Estate other than your place of residence.	
Motor Vehicles	
Loans to any person or entity	
Other. Please specify	
TOTAL of Item N	\$ _____
Less: Any mortgages, loans, debts or other encumbrances (other than with respect to your place of residence)	
NET TOTAL of Item N	\$ _____

Total Assets

O. Total Assessable Assets:

Item K: Net Value of Home	\$.....
Item M: Value of Household Furnishings & Personal Effects
Item N: Net Total of "Other Assets"
Total Assessable Assets	\$ _____

(i)

The resident or the residents' representative acknowledges and agrees:

That, if the information provided in this Statement of Assets is inaccurate, and assets at entry exceed the amounts stated, the resident will be liable to be reassessed on their revised, accurate level of assets and, if assets are above **\$36,000**, pay an accommodation payment, or pay an increased accommodation payment (charge or bond as applicable), backdated to the date of entry.

OATHS ACT 1867

STATUTORY DECLARATION

QUEENSLAND TO WIT}

I/We,
.....

of
.....,

in the State of Queensland do solemnly and sincerely declare that;

the information given in Attachment Four is a true, complete and correct account of my/our financial position.

I/We make this declaration as an individual.

And I/We make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act of 1867-1981.

.....
(Signatures)

Taken and Declared before me, }
at }
this day of }
....., 20..... }

A Justice of the Peace/Solicitor

STATUTORY DECLARATION

I / We*

of / both of*

in the State of Victoria DO SOLEMNLY AND SINCERELY DECLARE that:

- 1. The information attached hereto and marked as Attachment Four is a true, complete and correct account of my/our* financial position and of my/our* assets and liabilities.**

AND I MAKE THIS SOLEMN DECLARATION conscious of an Act of Parliament of Victoria rendering the making of false declaration punishable for willful and corrupt perjury.

.....
[Signature]

DECLARED at _____ in the State of Victoria

this _____ day of _____ 20_____

BEFORE ME:

.....
[Signature]

.....
[Name: please print]

.....
[Address]

.....
[Occupation: Solicitor, Medical Practitioner, Police Sergeant, Fellow of the Institute of Legal Executives, Bank Manager, Teacher*]

- delete whichever is inapplicable**

DECLARATION
(Please Print)

I/We

Address

..... Postcode

hereby declare the information supplied in Attachment Four to be a true and accurate record of my assets and income. I am not aware of assets and income other than those disclosed in Attachment Four.

Dated this Day of 20

Signature of Applicant/s:

Signature of Witness:

(Justice of the Peace, Minister of Religion, Solicitor, Medical Practitioner or Bank Manager)

**THE EVIDENCE ACT, 1906
STATUTORY DECLARATION**

I,

of

do solemnly and sincerely declare as

follows:-

That the information given in Attachment Four attached hereto is a true, complete and correct account of my financial position.

And I make this solemn declaration by virtue of Section 106 of the "The Evidence Act 1906".

DECLARED AT

In the State of Western Australia

This day of

20

Before me



STATUTORY DECLARATION

I,

of

in the State of New South Wales, do solemnly and sincerely declare as follows:

The information given in Attachment Four attached hereto is a true, complete and correct account of my financial position.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900 (as amended).

Subscribed and declared at

this day of

two thousand and

before me

ATTACHMENT FIVE

“Extra Service Amount”

(Residential Care Agreement, Clause 22.1 and Clause 22.7)

Room type Eg single, double, ensuite	Number of Extra Service Rooms in this room type	Total number of Extra Services places in this room type	Extra Service Amount per place (\$/day)
Single, ensuite	88	88	\$25.00

For Office Use Only

Checklist

Have you:

- Sighted the resident's current Pensioner Concession Card or Health Care Card where the resident has declared they are concessional or have completed the "Statutory Declaration" form of the Attachment Four **or** received the advice of being concessional or assisted provided by Centrelink/DVA after being assessed and/or received the Centrelink /DVA asset assessment where the resident **chooses** to provide same.
- Provided relevant copies from the Department's 25 Consumer Information Sheets?
- Indicated the name of the facility at the top right of each page?
- Completed the front page with Provider and Resident names?
- Obtained a copy of an Enduring Power of Attorney or details of an Authorised Guardian for the person /organisation specified at Item 5 of the Main Details?
- Completed the Main Details, Items 1 to 19?
- Had the Agreements signed and witnessed at Page 10 by both parties?
- Deleted clause 20.1 by crossing it out and initialling it if no Enduring Power of Attorney is requested?
- Attached a Copy of the Rules of Residency and noted on Schedule 3 that they are attached?
- Included the Extra Services information at Schedule 5 **or** written NIL (as applicable)?
- Included any Special Conditions at Schedule 6 or written NIL (as applicable)?
- Completed Attachment One (as applicable)?
- Completed **one** of the seven types of Attachment Four and discarded the other six types of Attachment Four **or** received a Centrelink/DVA asset assessment specifying concessional/assisted status and/or received the Centrelink/DVA asset assessment where the resident chooses to provide same.
- If using the Attachment Four headed "Statutory Declaration", used only the Statutory Declaration applicable to your state or territory and discarded the others?
- Included details of all Extra Services Amounts currently chargeable at Attachment Five **or** written "Not Applicable"?

Person Completing this form: Name: _____

Signature: _____

Date: ___/___/___