

## Home Care

# Home care agreement

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We offer individually tailored and coordinated packages of Services on a consumer directed care basis for an agreed Service Period. Our aim is to provide you with care support arrangements that meet your assessed care needs and help you stay safely in your Home.

We will:

- Work with you to create your home care agreement (being this document).
- Consult with you and people you nominate to develop a Care Plan and Budget for the types of Services you want to receive.
- Have ongoing discussions with you to ensure the Services meet your needs.
- Respect your rights.
- Comply with our legal responsibilities.

This document is made up of several parts. Together they form a legally binding agreement.

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### **Agreement Details**

This includes details about you and the fees you will pay.

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### **Signing Page**

This is where both of us sign.

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### **Part A – Charter of Aged Care Rights**

This sets out your rights in relation to aged care services under the Aged Care Act. You can choose to sign the Charter.

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### **Part B – How Services will be Provided**

This sets out information about the types of Services you can receive and how we will work with you.

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### **Part C – Your Fees, Budget and Monthly Statement**

This sets out how Services are to be paid for.

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### **Part D – Rights and Responsibilities**

This sets out the rights and responsibilities that apply to both of us.

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### **Part E – Definitions and General Provisions**

This contains the definitions of terms in this Agreement and has some general provisions.

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### **Part F – Services We Can and Cannot Provide**

This sets out the Services the Aged Care Act says we can include in your Care Plan and items that we cannot include.

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### **Part G – Code of Conduct**

This is the Code of Conduct that we and our personnel are required to comply with under the Aged Care Act.

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### **Part I – Standard Pricing Schedule**

This explains our standard charges for Package Management, Care Management and Services.

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## **Agreement Details**

### **Client Details**

**Name**

**Date of Birth**

**Home**

**Address**

**Contact Details**

**Phone**

**Email**

**Name**

**Address**

**Representative**

**Phone**

**Email**

**Authority**

*(eg enduring power of attorney, guardian, financial manager)*

**Name**

**Address**

**Other/Emergency  
Contact Person**

**Phone**

**Email**

**Relationship**

*(eg friend, relative)*

**Name**

**General Practitioner**

**Address**

**Phone**

## Approved Provider

**Name**

**ABN**

**Address**

**Care Manager**

**Your initial Care Manager will be:**

**Phone:**

## Your Home Care Package

**We have agreed to provide you with Services under the following Home Care Package:**

Type of Home Care  
Package

**Level 1: Basic Care**

**Level 2: Low Care**

**Level 3: Intermediate Care**

**Level 4: High Care**

**If you are approved for a different level of Home Care Package, you may ask us and we may agree to continue providing Services under this Agreement.**

**Transfer?**

**No**

**Yes**

## Your Package Funds

**Monthly Income Toward Package Funds**

**Government Funding**

**\$**

**Dementia and cognition supplement**

**\$**

**Veterans' supplement**

**\$**

**Oxygen supplement**

**\$**

**Enteral feeding supplement**

**\$**

**Hardship supplement**

**\$**

**Supplementary Subsidy**

**Viability supplement**

**\$**

**Top-up supplement**

**\$**

**Reductions to subsidy:**

**Compensation payment reduction**

**\$**

**Care subsidy reduction (based on Income Tested Fee)**

**\$**

**Monthly total:**

**\$**

Your Contributions (if any)	You have agreed to pay the following:	
	Basic Daily Care Fee (if applicable):	\$
	This is the amount set out in our Standard Pricing Schedule	\$
	You have agreed to pay a different Basic Care Daily Fee	\$
	<b>plus</b> Income Tested Care Fee (if any):	\$
	<b>plus</b> Compensation Payment Fee (if any):	\$
	<b>minus</b> Hardship Supplement (if any):	\$
	You may contribute additional funds:	\$
	<b>plus</b> Additional Contributions (if any):	\$
	<b>Daily total:</b>	\$
	<b>Monthly total:</b>	
	<i>*Your Assessed Contribution will be adjusted as per the Aged Care Act.</i> If any part of the Assessed Contribution is stated to be \$0 or not applicable, the relevant component may increase or be payable by you in accordance with clause C4.	

<b>TOTAL MONTHLY PACKAGE FUNDS</b>	\$
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#### Monthly Expenditure from Package Funds

You have agreed that the following fees and charges set out in the Pricing Schedule may be charged to your Package Funds. As set out in this Agreement, these amounts may change.

Care Management Fee	\$
Package Management Fee	\$
Budgeted Service Charges	\$
<b>TOTAL MONTHLY EXPENDITURE</b>	\$

### Service Summary

Care Plan	Attached (see Part H).	
	To be provided to you within 14 days of the Services commencing.	
Service Period	Start Date	
	Not applicable – we expect to provide Services for so long as you maintain your Home Care Package	
	Fixed End Date (if applicable)	Applicable – [Complete this if applicable – eg, 12 or 24 months after the Start Date. The Service Period may be extended in accordance with clause B4(2)]
When the Services will end	Services will be provided for the Service Period. We and you can end this Agreement sooner as set out in clause D13.	
	Services can also be suspended as set out in Part D.	

		\$
Fee Adjustment	Amount	<p><i>[Include any agreed adjustment method for the purposes of clause C6. For example: Our fees and charges (including those in our Pricing Schedule) will increase up to twice a financial year if we provide you with at least 14 days' notice of a change. If we notify you of a change, our fees and charges will increase by an amount up to the greater of 5%, any increase in CPI (All Groups, Melbourne) and any increase in the average wages of personnel concerned with the provision of home care (casual and permanent) under an applicable award or industrial instrument since the last review. Please seek advice if required. Changes must accord with the Aged Care Act, including the User Rights Principles]</i></p>
Payment Cycle	Timing	\$
		<i>[As above]</i>

### Extra Conditions

Not applicable

Applicable (see below)

### Date of this Agreement

## Signing Page

### Acceptance of Services

This Agreement will apply, as if you had signed it, if you accept Services in accordance with this Agreement.

### Opportunity to sign Charter of Aged Care Rights

You acknowledge that:

- We have provided you a copy of the Charter.
- We have assisted you to understand the Charter and any other information we have provided in relation to your rights under the Charter.
- You have been given a reasonable opportunity to sign the Charter.

Signing the Charter is optional. You will be entitled to receive Services and exercise your rights under the Charter even if you do not sign it.

### Opportunity to obtain independent advice

You are entitled to make informed decisions. You acknowledge that:

- You have had the opportunity to have this Agreement explained to you.
- You have been able to ask questions.
- You have been able to obtain independent advice (including legal and financial advice).

You are satisfied with all elements of the manner in which Services will be provided.

#### Signed by the Consumer or their authorised representative\*

Signature(s)

Date

In the presence of

Witness

Print full name

Date

#### Signed by authorised officers of the Approved Provider

Signature

Capacity

Print full name

Date signed

Signature

Capacity

Print full name

Date signed

*\*If signed by an authorised representative, please specify your name and authority to enter this Agreement on behalf of the Consumer (eg Enduring Power of Attorney/Guardian – please provide details):*

Representative's name:

Representative's authority:

## Part A: Charter of Aged Care Rights

I have the right to:

1. safe and high quality care and services;
2. be treated with dignity and respect;
3. have my identity, culture and diversity valued and supported;
4. live without abuse and neglect;
5. be informed about my care and services in a way I understand;
6. access all information about myself, including information about my rights, care and services;
7. have control over and make choices about my care, and personal and social life, including where the choices involve personal risk;
8. have control over, and make decisions about, the personal aspects of my daily life, financial affairs and possessions;
9. my independence;
10. be listened to and understood;
11. have a person of my choice, including an aged care advocate, support me or speak on my behalf;
12. complain free from reprisal, and to have my complaints dealt with fairly and promptly;
13. personal privacy and to have my personal information protected; and
14. exercise my rights without it adversely affecting the way I am treated.

### Consumer

Consumer (or authorised person)'s signature (if choosing to sign)

Full name of Consumer

Full name of authorised person (if applicable)

### Approved Provider

Signature and full name of Approved Provider's staff member

Name of Approved Provider

Date on which the Consumer was given a copy of the Charter

Date on which the Consumer (or authorised person) was given the opportunity to sign the Charter

## Part B: How Services will be Provided

### I B1 Principles of consumer directed care

1. Through your Home Care Package, you have flexibility and choice in the delivery of your care and Services. This means you (and anyone you nominate) have choice and control over what Services are delivered and how they are delivered.
2. We must work with you to design and deliver Services that meet your assessed needs and personal care goals.
3. We will manage your Home Care Package by providing Care Management and Package Management.

### I B2 Deciding what Services you receive

1. Your Care Manager will:
  - (a) help you to create a Care Plan setting out the Services you will receive based on your choices and assessed care needs; and
  - (b) regularly speak with you to check whether we are meeting your assessed care needs and if you have any questions or concerns about the Services you receive or how we manage those Services for you.
2. We will give you a copy of your Care Plan. Your initial Care Plan and Service Schedule are attached at Part H or, if not, will be given to you within 14 days of the date of this Agreement. If your Care Plan changes we will give you an updated copy.
3. The Services you can receive under your Home Care Package depend on your assessed care needs (which we will assess) and the funds available under your Home Care Package including government subsidies, your Assessed Contributions and Additional Contributions. These amounts will be set out in your Budget.
4. If the level of Home Care Package you are approved to receive changes and it is agreed that we are to continue supporting you under this Agreement, we will work with you to develop a new Care Plan, Service Schedule and Budget.
5. Depending on your care needs and Budget, the standard types of Services you can receive are listed in Part F. You can request other Services. There are some Services we cannot provide under your Home Care Package because they are Excluded Items under the Aged Care Act.
6. We can refuse to provide a service if:
  - (a) we assess that the service is unsafe or outside the scope of our practice;
  - (b) that service is unavailable or if we are unable to secure a suitable service provider; or
  - (c) the cost of that Service exceeds or is likely to exceed the funds available in your Budget.



7. You will be responsible for the cost of a service if you arrange a service without consulting us and without it being incorporated into and covered by your Care Plan and Budget. We are not obliged to reimburse you for Services you arrange without first getting our approval.

## **| B3 Care Manager**

1. Your Care Manager will work with you to arrange your Services. This includes:
  - (a) having ongoing care discussions with you and developing your Care Plan, Service Schedule and Budget; and
  - (b) liaising with relevant personnel and health practitioners.
2. Your Care Manager will:
  - (a) answer any questions you have about the scope, suitability or quality of the Services you receive; and
  - (b) help you to review and make changes you want made.
3. The level of support provided by your Care Manager will be limited to:
  - (a) the number of hours set out in the Pricing Schedule; or
  - (b) if no maximum hours are set out in the Pricing Schedule, the number of hours set out in your Budget.
4. If you require more support than this, additional Care Management Fees and/or Package Management Fees may apply if permitted by the Aged Care Act. We will tell you what these will be.

## **| B4 Service Period**

1. Services will be provided for the Service Period.
2. If the Agreement Details specify that the Service Period has a fixed End Date, the initial Service Period will be extended and continue to be extended for the same period or any other period agreed at the time of an extension, unless before the end of the relevant Service Period:
  - (a) you notify us in writing that you don't want to continue receiving Services; or
  - (b) we notify you in writing that we won't continue providing Services under this Agreement.
3. If the Service Period is extended, Services will continue to be provided to you for the extended Service Period and any subsequent extension unless this Agreement is ended before then by you or us under clause D13.

## **I B5 Delivery of Services, Care Management and Package Management**

1. We will develop a Service Schedule with you, setting out the days and times Services are to be provided. We may need to reschedule Services, for example because people are unable to attend to assist you. If this happens, we will work with you to reschedule Services to an acceptable day and time.
2. You must be at your Home at the agreed times to receive Services, unless we agree to provide Services while you are absent. If we are unable to provide Services because you are absent, we may still charge you for the attendance.
3. You can change or cancel a Service by giving us Prior Notice so we can plan accordingly. If you do not provide us with Prior Notice, we may require you to pay our Cancellation Fee or in some cases, to pay the full costs of the Service if we cannot cancel the Service without incurring a cost.
4. You must allow attending personnel to complete and perform their duties in the time allocated to you.
5. You must tell us about anything which relates to or may affect us providing Services to you or which may affect us in managing your Home Care Package. For example, if you believe the Services could pose a danger to you, you must immediately tell the attending personnel of your concerns.
6. If you have any concerns about how Services are being provided or any other aspect of how we are managing your Home Care Package we will work with you to understand and address those concerns.

## **I B6 Who will provide the Services, Care Management and Package Management?**

1. Services, Care Management and Package Management will be provided to you:
  - (a) fully or partly by us; or
  - (b) by a contractor we consider suitable based on your choices and assessed care needs.
2. If you don't believe those providing Services are suitable, we will work with you identify what changes can be made.
3. If we engage a contractor to provide Services to you:
  - (a) the agreed charges will be deducted from your Package as Service Charges; and
  - (b) we remain responsible for ensuring Services are provided to you in accordance with our responsibilities under this Agreement.
4. We will ensure our personnel are appropriately qualified and skilled to provide safe, respectful and quality care and Services.

5. We have a list of preferred Service and product suppliers. If you wish to receive Services from another supplier, we will try to arrange this and let you know the costs if we are able to do so.
6. We can refuse to use particular personnel or a particular service provider or supplier to provide you with Services if:
  - (a) they do not meet our supplier requirements which includes entering into a satisfactory agreement with us; or
  - (b) if we determine at any time that the goods or Services they provide do not meet the standards required under this Agreement or the Aged Care Act.
7. If you want and we are able to provide a self-management option and it is agreed that you will self-manage your Home Care Package, you must:
  - (a) verify with us our requirements for self-management; and
  - (b) comply with our self-management policies and procedures (which we will tell you about).
8. Even if we agree to you self-managing your Home Care Package, we will still provide some Care Management services as required by the Aged Care Act.
9. Self-management will impact on our ability to:
  - (a) comply with aspects of this Agreement which assumes we provide or procure Services directly; and
  - (b) regulate spending under and within the limits of your Budget. This means you will be responsible for the cost of any Service that is not incorporated into and covered by your Care Plan and Budget.
10. If self-management creates an inconsistency with our obligations, our obligations are to be read and applied in a manner required to give effect to the agreed self-management arrangement.
11. Although we will endeavour to ensure Services are provided by your preferred personnel, Services may be supplied by various service providers and personnel from time to time.

## **I B7 Equipment**

1. If you want and are assessed as requiring aids and equipment, you can use your Package Funds to purchase, hire, maintain and/or repair these items provided you have sufficient funds and it is otherwise permitted by the Aged Care Act.
2. If the Care Plan we design with you requires supporting equipment, we will seek to procure that equipment to assist you. We may ask you to undergo assessments by others, such as occupational therapists, who may rely upon information you provide. We will not verify the assessments they make or the information you provide.
3. If you enter into an agreement directly with a third party supplier for the purchase or hire of aids or equipment, you must comply with their terms and conditions.

4. Assessments you receive may require equipment to be of a specific type or specification, based on your identified needs. Equipment that looks similar may not reflect the assessments you have obtained or meet the requirements for payment from your Package Funds. When selecting equipment, you are responsible for ensuring it meets your initial and ongoing requirements. This may mean that you need to have the suitability of equipment reassessed.
5. There are risks with using equipment. This means it is important you seek advice and guidance on the use of equipment. This may include trialling and reviewing equipment with your occupational therapist to ensure equipment is suitable, can be correctly used and does not present a significant risk to you. If you want us to assist you with using equipment we will let you know if any additional fees apply and seek your consent to those fees.
6. You must maintain any equipment you purchase. You may be able to use your Package Funds to do this. You must also enforce any rights you have against the supplier or manufacturer should the equipment be faulty or defective.
7. If the equipment is damaged (other than by attending personnel), you are responsible for the repair costs and/or replacement of the equipment (as determined by us). You may be able to use your Package Funds to pay these costs.
8. If we decide that you no longer need any equipment that we have supplied for hire or loan, you must promptly make the equipment available for collection or return.
9. Once the provision of Services stops, you must promptly make any equipment we have provided available for collection or return (unless you have paid for the equipment in full). If you fail to do so, you must pay us the costs of replacing the equipment.

## **| B8 Medical emergencies**

1. We are not a medical service provider. If our personnel are present in the event of a medical emergency, ambulance support will be sought. You will be responsible for the costs of the ambulance and any medical treatment you are provided with.
2. If you need urgent care, please contact your general practitioner or dial 000.

## Part C: Your Fees, Budget and Monthly Statement

### | C1 Package Funds

The key financial elements of your Home Care Package are shown below.

<b>Income</b>	What government pays	
	Home Care Package Funding (Government subsidies)	We receive subsidies from the Government after Services have been provided. The amount we receive depends on the Services provided each month under your Home Care Package.
	What you pay	
	Assessed Contribution	<p>This is an amount you may be required to pay to us to contribute towards your Home Care Package if you can afford to. The amount of your Assessed Contribution is determined by a Government assessment and may comprise:</p> <ul style="list-style-type: none"> <li>• A Basic Daily Care Fee</li> <li>• An Income Tested Care Fee (applicable to those with income other than the basic aged pension)</li> </ul>
	Additional Contribution	If you want to access more Services, you can elect to pay an Additional Contribution.
<b>Expenditure</b>	What we charge	
	Care Management Fee	This is a fee we charge to your Package Funds to cover the costs of providing you with Care Management. The amount of Care Management provided will be limited to any maximum hours set out in the Pricing Schedule or your Budget.
	Package Management Fee	This is a fee we charge to your Package Funds to cover the ongoing administration and organisational activities associated with your Home Care Package. The amount of Package Management provided will be limited to the maximum hours set out in the Pricing Schedule or your Budget.
	Service Charges	These are the charges that we will charge to your Package Funds for the Services you receive, whether provided by us, our suppliers, or third parties selected by you.
	Other Costs	Where applicable and agreed, we may charge to your Package Funds other agreed and permitted charges including but not limited to those in the Standard Pricing Schedule.

Further information to assist you in understanding fees for home care is located at [www.health.gov.au](http://www.health.gov.au)

## I C2 Your Budget

1. We will help you to develop a Budget for your Home Care Package that reflects the choices you have made in your Care Plan.
2. Your Budget will outline your Home Care Package income (including your Assessed Contribution and any government funding) as well as the planned expenditure to be charged to your Package Funds (including your Care Management Fee, Package Management Fee and Service Charges).
3. The amounts we charge cannot exceed any caps or limitations under the Aged Care Act.
4. If you do not have sufficient Package Funds to pay for the Services you wish to receive, you must make Additional Contributions to your Package Funds or pay for Services outside of your Home Care Package (as agreed). If you stop paying these, we will speak to you about how this will affect your Services.
5. You can stop making elective Additional Contributions at any time if you no longer want to receive additional Services. You need to give us reasonable notice so that we can cease the Services or cancel the Services without incurring any costs or creating a shortfall in your Budget. We will work with you to identify how much notice is required and when your Additional Contributions will change. Your Budget and Services will be adjusted to reflect the changes.
6. If the Services you request exceed or are likely to exceed your Package Funds:
  - (a) provided we discharge our obligations under the Aged Care Act, we are not obliged to provide or facilitate those Services;
  - (b) you can elect to receive and pay for those Services independently of us outside of your Home Care Package or by paying us privately for those Services (at the rates specified in the Pricing Schedule or as otherwise agreed); and
  - (c) we will work with you to identify Service changes to bring costs in line with your Package Funds.
7. If your Package Funds go into or are likely to go into a negative balance, you or we in consultation with you may:
  - (a) suspend some or all of the Services based on the limits of your available resources;
  - (b) review and readjust your Budget to bring planned Service Charges in line with your Package Funds; and
  - (c) allocate, charge and/or apply any available Package Funds towards overspends prior to new Service Charges being paid or incurred.
8. We will give you a copy of your Budget as soon as practicable once we have the necessary information to complete it. If your Budget changes, we will give you an updated version.

## **| C3 Your Assessed Contribution and Additional Contributions**

1. You must pay your Assessed Contribution and any Additional Contributions you have agreed to pay in accordance with the Payment Cycle.
2. If you started receiving home care before 1 July 2014, your Assessed Contributions will be calculated in accordance with the Aged Care Act rules for pre 1-July 2014 consumers.
3. Our initial estimate of the Assessed Contribution you must pay is set out in the Agreement Details. It is calculated based on the information available to us at the date of preparing this Agreement. Your Assessed Contribution will not exceed the maximum amount set by the Government or, if they have not set an amount, the maximum amount allowed by the Aged Care Act.
4. You authorise us to contact the Government to verify your Assessed Contribution.
5. If we receive insufficient information concerning your income and expenses or you do not complete an income assessment we may charge you the maximum Assessed Contribution that the Aged Care Act allows.

## **| C4 Changes to your Assessed Contribution**

1. Your Assessed Contribution will be increased twice yearly (in March and September) in accordance with the Aged Care Act. It may also be adjusted to reflect changes to your financial situation.
2. You can apply to the Government to have your Assessed Contribution reviewed at any time. We encourage you to apply to have your Assessed Contribution reviewed if your financial circumstances change.
3. You must immediately tell us if the Government tells you that your Assessed Contribution is to change.
4. We may require you to start paying an Assessed Contribution or pay a higher Assessed Contribution if you have paid or we have previously accepted less than the maximum amount we can require you to pay under the Aged Care Act. If your Assessed Contribution increases you are responsible for the increased amount regardless of the reasons why it has changed. You are personally liable for this amount (even if you terminate or suspend this Agreement).
5. This Agreement will continue to apply if your Assessed Contribution changes. Any change will take effect on the sooner of the date notified by the Government, the date specified in the Aged Care Act and the date your next payment is due.
6. You acknowledge that we have consulted with you about possible changes to the Assessed Contribution.



## **I C5 Service Charges**

1. Your Budget will set out the Service Charges that we will charge for Services under your Home Care Package. Our Standard Charges are set out in the Pricing Schedule. If there is any inconsistency between this Agreement and the Pricing Schedule regarding the Service Charges, the Pricing Schedule prevails unless otherwise stated.
2. We will advise you of the Service Charges applicable to any Services that are not listed in our Pricing Schedule or Services provided by our preferred suppliers or others as part of the Budget planning process or at the time the Services are arranged.
3. We will review our Standard Charges under our Pricing Schedule at least once a year, in a manner set out in clause C6 or in any other manner agreed with you. We will explain any changes we make to you.
4. Any agreed Alternative Charges apply instead of the Standard Charges for the corresponding Services.

## **I C6 Adjustments to Service Charges, Care Management Fee and Package Management Fee**

1. We may adjust the Care Management Fee, Package Management Fee and/or any Services Charges or a component of them in accordance with the Fee Adjustment, or in any other manner agreed, including as set out in the Pricing Schedule. Any delay in adjusting fees and charges does not prevent us from applying a charge from the relevant date.
2. If an adjustment will result in the amounts we charge exceeding any caps or limitations under the Aged Care Act, an adjustment will be made up to the maximum amount permitted.
3. You acknowledge that we have consulted with you about the Fee Adjustment and any other adjustment set out in the Pricing Schedule. Any other changes, including the introduction of new charges, can only occur with your consent, following consultation.
4. If:
  - (a) you ask for a Service we don't usually provide;
  - (b) you want to make a change to your regular Services; or
  - (c) we have to cancel a Service and you want the Service provided by a third party service provider instead,we will let you know the cost of the Service if you decide to proceed. Costs you have agreed to will be set out in your monthly statement.



5. If:
  - (a) you engage a third party service provider to provide you with Services; or
  - (b) we agree that Services are to be provided by a third party service provider you request,

the amounts they charge may change, without them consulting with us or you. You have the right to negotiate those charges and you should verify the amount they will charge before receiving Services.
6. To the extent of any inconsistency between the adjustment methods set out in this clause and the Pricing Schedule, the Pricing Schedule prevails.

## **| C7 Claiming from your Package Funds**

1. We will claim your available Package Funds from the Government to pay allowed expenses and deductions in your Budget, including Service Charges, Care Management Fees and Package Management Fees. We may also charge your available Package Funds to pay Cancellation Fees and any other permitted amounts payable by you under this Agreement.
2. References in this Agreement to us charging your Package Funds include (and to the extent permitted by the Aged Care Act you authorise us to do the following):
  - (a) applying to the government for available subsidies for your Home Care Package based on the Services, Care Management and Package Management you receive under your Home Care Package; and
  - (b) allocating, claiming, paying or applying or deducting from available subsidies and your Assessed Contribution and/or Additional Contributions, amounts payable to us or third parties concerned with the provision of the Services, Care Management or Package Management.

## **| C8 Monthly statement**

1. In addition to your Budget, we will provide you with a monthly statement setting out:
  - (a) the balance of your Home Care Package for the payment period including what you have contributed and what the Government have contributed;
  - (b) how much was claimed from the Government under your Home Care Package for the prior month;
  - (c) how much you paid towards your Home Care Package;
  - (d) how much you actually spent on Services as well as Care Management and Package Management under your Home Care Package;
  - (e) any shortfall or unspent funds under your Home Care Package (to the extent these details are known to us); and
  - (f) any other information required under the Aged Care Act.
2. We may estimate outstanding supplier invoice amounts in the monthly statement. Any adjustments will be made in the monthly statement you receive after we actually receive the supplier invoice.

## **I C9 Payment by direct debit**

1. You must pay your Assessed Contribution and any Additional Contributions and other costs and charges payable to us under this Agreement (plus applicable taxes) by direct debit or Centrepay in accordance with the Payment Cycle. For that purpose, you (or anyone else who has agreed to make payments on your behalf) must provide us with a direct debit or Centrepay authority in the form provided to you, unless we agree to another payment method.
2. If you pay fees using Centrepay, and the Department stops payment through Centrepay, you must then pay your fees by direct debit and provide the required direct debit authority.
3. We will make deductions in accordance with the Payment Cycle or, if a payment date falls due on a weekend or a public holiday, the next business day. Payments will be deducted from your authorised account on those days.
4. You must not cancel or suspend the direct debit authority unless alternative payment arrangements (that we have agreed to) have been made.
5. If in any payment period you believe you will have insufficient funds in your nominated bank account when a payment is due, you must tell us immediately to avoid bank charges and make alternative payment arrangements. We will pass on any bank fees incurred under this clause to you.
6. Once this Agreement has ended, your direct debit authority must not be cancelled until all outstanding costs and charges have been paid.

## **I C10 Interest on late payments and costs if you default**

1. If you don't pay your Assessed Contribution, Additional Contribution or any other fees due under this Agreement on time, we may, at our discretion, charge you interest on the unpaid amount at a rate equivalent to the MPIR at the time payment was due. Interest will be charged for the period over which payment was late, compounding monthly. You will be personally liable for interest we can't charge to your Package Funds.
2. If you breach this Agreement, you must also pay or reimburse us on demand all costs, charges, losses, expenses and damages we reasonably incur as a result of the breach.

## I C11 GST

1. Care Management, Package Management and most Services will be GST-free because they are funded by government. If you pay for Services that aren't funded by the government they may still be GST-free under GST laws, including if the Services:
  - (a) are part of your Care Plan and Budget; or
  - (b) are of a type the GST laws state are GST-free.
2. GST may apply where you pay for Services outside of your Home Care Package, depending on the type of Services. You must pay any applicable GST or similar tax that is payable on or in connection with the Services at the time a taxable supply arises. You authorise us to charge any GST to your Package Funds (or a component of them) where permitted by law, including the Aged Care Act.
3. To account for GST under GST laws you or we may need to be considered to act as an agent. We will let you know if that is permitted and necessary, and if so, the basis upon which:
  - (a) we arrange or pay for your Services as your agent; or
  - (b) you arrange or pay for Services we reimburse you for as our agent.

## Part D: Rights and Responsibilities

### I D1 Legal rights and obligations

1. You have rights and responsibilities at law, including under the Charter and the Australian Consumer Law. We must not act in a way which is inconsistent with your rights.
2. We have obligations at law, including under the Aged Care Act, the Code of Conduct and the Australian Consumer Law. The Services we provide must comply with the Aged Care Act including the Quality Standards which are set out in the Quality of Care Principles 2014.

### I D2 Your right to information about your Home Care Package

1. You are entitled to make informed decisions. You can ask us for more information to assist you to understand the decisions you can make in relation to your Home Care Package, including making decisions about Services that best meet your goals and assessed care needs within the limits of your Package Funds and other resources.
2. On request, we will provide you with a copy of your current Care Plan and Service Schedule as well as your Budget.
3. Within seven days of receiving a request, we will also give you:
  - (a) a clear and simple presentation of our financial position including the costs of home care that explains any ongoing fees that you are required to pay; and
  - (b) a copy of the most recent version of our audited accounts.
4. We will also provide you with other financial information relevant to your Services, if you request it.

### I D3 Preventing damage to your Home

We will take reasonable steps to prevent our personnel from damaging your Home in the course of providing the Services.

### I D4 Providing a safe environment

1. You must assist us to ensure that our personnel can work in a safe environment. For example, you must:
  - (a) make sure your home is safe to enter and free of hazards;
  - (b) make sure there is unobstructed access and adequate space for our personnel to work in;

- (c) not ask our personnel to do hazardous manual tasks;
  - (d) make sure equipment in your home is safe and well maintained and use the equipment we provide to assist our personnel, such as lifting equipment;
  - (e) treat our personnel with dignity and respect;
  - (f) not abuse, bully or harass our personnel or discriminate against them; and
  - (g) co-operate with our personnel.
2. You must assist us to ensure that we can provide a safe working environment by way of taking steps to ensure that your relatives, friends and visitors are aware of and comply with our expectations of you.

## **I D5 Infection control**

1. You must provide us with any information we reasonably require about your immunisation history.
2. You must immediately tell us if:
  - (a) you have any cold or flu-like symptoms, or any other infection that may put others at risk;
  - (b) you have been in contact with others who have an infection that may put you or others at risk; and
  - (c) you have been advised to take particular precautions in relation to your health or the health of others, including any requirement for you to limit or manage your contact with others in a particular way.
3. You must also follow any reasonable procedures we outline in connection with infection control.

## **I D6 How and when you can suspend your Home Care Package**

1. You may suspend your Home Care Package on a temporary basis if you go into hospital, respite care or transitional care. You can also take social leave for holidays or other breaks. We may continue to charge for Services, Care Management and Package Management we provide during these periods where permitted by the Aged Care Act.
2. You must inform us in writing of the period that you want to suspend your Services. You must also tell us in writing if you wish to change the suspension period. If you do not tell us when you are going on leave, we may continue to charge for Services, Care Management and Package Management we deliver during that period where permitted by the Aged Care Act.
3. Except if the suspension is for transition or respite care, you will be required to pay the Basic Daily Care Fee portion (if any) of your Assessed Contribution while your Services are suspended.

4. If you normally pay an Income Tested Care Fee, you will also be required to pay this for up to 28 days while Services are suspended. After this, you must pay the amount notified to you by the Government. This is calculated as the lower of:
  - (a) your Income Tested Care Fee amount (if any); and
  - (b) the amount of the subsidy plus any primary supplements that we would receive from the Government.
5. You will also be required to pay any Additional Contributions during any suspension, unless you provide us with sufficient notice to cancel or suspend Services without incurring costs.
6. Suspending your Services for any reason may have an impact on the amount of available subsidies under your Home Care Package. This will reduce your Package Funds and result in a change to your Budget.

## I D7 When we can suspend your Services

1. We may suspend your Services (in full or in part) if:
  - (a) you do not meet your responsibilities under this Agreement including, but not limited to, your obligation to pay your Assessed Contribution;
  - (b) your conduct towards our personnel and/or access to your Home poses an unacceptable risk to the health, safety and/or the wellbeing of personnel or others; or
  - (c) for any other reason we are entitled or obliged to suspend Services under the Aged Care Act or we need to do so to respond to an event beyond our control and during that time we discharge our obligations under the Aged Care Act.
2. If we suspend your Services:
  - (a) we will only recommence providing Services if we are satisfied the events giving rise to the suspension have been addressed; and
  - (b) you must continue making payments to us, as if Services had been suspended by you.
3. If you or we are not satisfied with the basis upon which Services are to recommence after a period of suspension, you or we may terminate this Agreement in accordance with clause D13.

## I D8 Complaints

1. We must provide Services that meet the standards established under the Aged Care Act and the Australian Consumer Law.
2. You are entitled to make a complaint about any aspect of the Services, Care Management or Package Management you receive, without fear of reprisal. You are also entitled to enforce your rights including the Australian Consumer Law.

3. You should promptly contact our designated complaints officer or any other member of staff if:
  - (a) you have a concern or complaint concerning us;
  - (b) the Services, Care Management or Package Management we provide; or
  - (c) our handling of personal information.
4. Your complaint will be handled fairly and promptly in accordance with our complaints procedure. At the date of preparing this Agreement, this requires us to:
  - (a) review and investigate all complaints whether made verbally or in writing. Where necessary, this may include discussing the complaint with you and/or anyone else involved;
  - (b) review our policies, practices and procedures in light of the complaint where appropriate; and
  - (c) respond to all complaints within a reasonable timeframe having regard to the nature of the complaint.
5. You may refer your complaint to the Aged Care Quality and Safety Commission or any State or Territory advocacy service, consumer protection agency or any other relevant government body at any time. The Aged Care Quality and Safety Commission can be contacted on 1800 951 822. The contact details of the consumer protection agency in your State/Territory can be found on the Australian Competition & Consumer Commission website ([www.accc.gov.au](http://www.accc.gov.au)).
6. Further detail about our complaints procedure is set out in our complaints policy, a copy of which is available on request.
7. You still need to pay your Assessed Contribution and Additional Contributions if you have a complaint, and we will still be entitled to charge your Package Funds, the Care Management Fee, the Package Management Fee and Service Charges.
8. You must tell us if you are having any issues with service providers or attending personnel.

## I D9 Reviews

1. On request and on a regular basis, we will review your Care Plan, your Assessed Contribution and your allocated Care Manager, with a view to ensuring that you can set individual goals and receive Services most appropriate to your assessed care needs.
2. If your assessed care needs or circumstances change, your Care Manager will work with you to reassess the most appropriate Services for you and work with you to redesign a new Care Plan and Service Schedule.
3. Each time we assess your needs and capabilities and/or assess the suitability of Services you are receiving, you must co-operate, provide us with accurate and complete information and consult with your health practitioners (as necessary).

## I D10 Privacy

1. We recognise your right to personal privacy and guarantee that we will take all reasonable steps to protect the confidentiality of your Personal Information as far as legally permissible in accordance with Privacy Laws.
2. We will use your Personal Information for the purposes of:
  - (a) providing or procuring Services, Care Management and Package Management;
  - (b) enabling internal administration, training, assessments, reviews and investigations into and notification and management of complaints, claims, serious incidents and reportable events; and
  - (c) any other use permitted by law.
3. We may need to disclose Personal Information to third parties who are concerned with providing or procuring Services, including contractors. We may also disclose information to other third parties, including health professionals, advisors, insurers and regulatory authorities. When we disclose Personal Information to third parties, we will seek to ensure it is handled appropriately.
4. We may need to request or access personal information about you from third parties to allow services to be provided to you, including your family, carers, representatives, general practitioner, medical specialists, allied health providers and others involved in your care. You authorise us to request and access such information.
5. If you fail to provide us with the Personal Information we ask for, this may affect the fees and charges you are required to pay under this Agreement and the Services we provide.
6. You agree that we may consult with your representative and emergency contact person as set out in the Agreement Details or as otherwise advised to us and that these individuals may speak on your behalf. On request, you must provide us with evidence of the authority your Representative has to deal with or manage your affairs (or they must do so on your behalf).
7. Personal Information is managed in accordance with our privacy policy. We may also provide you with other policies about how we handle Personal Information which should be read along with this Agreement.
8. You must contact us if you would like to see any of your Personal Information or if you have questions or complaints about the handling of your Personal Information.
9. You may make a complaint about our handling of your Personal Information to the Office of the Australian Information Commissioner.



## I D11 Indemnity and limitation of liability

1. To the extent permitted by law, we are not liable for and you must indemnify, keep indemnified and hold us harmless from and against any liability, claims, damages or expenses of any kind arising directly or indirectly in connection with:
  - (a) Services being provided to you by a third party at your request or direction;
  - (b) any services provided to you after your Home Care Package is transferred to another provider;
  - (c) the suspension of your Services or the termination of your Home Care Package at your request;
  - (d) informal services provided to you by your family, neighbours or friends; and/or
  - (e) your failure to comply with this Agreement.
2. Except to the extent you are entitled to the benefit of one or more of the Consumer Guarantees, we do not provide any guarantees or warranties regarding the suitability, fitness or timing of the Services, Care Management or Package Management provided under or in connection with this Agreement. To the extent permitted by law, our liability for a breach of a Consumer Guarantee and any other claim you may have under or in connection with this Agreement concerning inadequate or unsuitable Services, Care Management and Package Management is limited to (at our option):
  - (a) supplying the Service(s), Care Management or Package Management the subject of the claim again; or
  - (b) paying the cost of having the Service or Service(s) the subject of the claim supplied again.

## I D12 Assignment

1. So long as we meet our obligations under the Aged Care Act, we may assign or novate all or part of our interest, rights and obligations under this Agreement to a third party. This means that if for example we transfer our government funded consumer directed care operations to someone else, this Agreement will continue between you and the new provider unless you choose to have your Home Care Package managed by someone else.
2. We will write to you if an assignment or novation is to occur. If we do, references in this Agreement to 'us' or 'we' will be taken to be references to the notified new provider, with the change to take effect from the date specified in the notice.

## I D13 Ending this Agreement

1. You can end this Agreement and stop us being your Home Care Package provider by giving us at least 7 days' written notice.

2. We can end this Agreement and stop being your Home Care Package provider by giving you at least 7 days' written notice if any of the following occur:
  - (a) you cannot be cared for in the community with the resources available to us;
  - (b) you notify us in writing that you wish to move to a location where we do not provide home care;
  - (c) you notify us in writing that you no longer wish to receive home care;
  - (d) your needs or condition changes to the extent that you no longer need home care or your needs as assessed by an Aged Care Assessment Team can be more appropriately met by other types of services or care;
  - (e) you have not paid your Assessed Contribution for a reason within your control and have not negotiated an alternative payment arrangement with us;
  - (f) you have intentionally caused serious injury to a staff member or
  - (g) you have intentionally infringed the right of one or more of our staff members or other attending personnel who provide the Services to work in a safe environment.

## I D14 What happens when this Agreement ends

1. When this Agreement ends:
  - (a) you must return to us or allow us to collect any of our property or documents provided to you, including any equipment we have lent you;
  - (b) we will retain and manage your health records and other Personal Information in accordance with our legal obligations; and
  - (c) we may continue to charge Care Management Fees and Package Management Fees for the remainder of the month as permitted by the Aged Care Act.
2. When this Agreement ends, we must reconcile any Package Funds we hold for you in accordance with the User Rights Principles 2014, including Division 3A. This means we will retain any unspent Package Funds for the period prior to 1 July 2015 and as otherwise permitted by the Aged Care Act following which, if there is a positive amount:
  - (a) we will transfer any remaining unspent Package Funds we hold, including any Assessed Contribution (less any amounts you owe us) to the Government or your account managed by the Government; and
  - (b) if we hold any other amounts you have paid in advance that are not to be transferred to the Government, we will refund those amounts (less any amounts you owe us) to you or your estate or transfer them your new provider under clause D15.
3. The termination of this Agreement does not relieve you of your obligation to pay any amounts which are unpaid or which are payable as an incident of this Agreement ending including:
  - (a) to the extent permitted by the Aged Care Act, because your Package Funds have a negative balance; or

(b) because you have unpaid Assessed Contributions and/or Additional Contributions (whether because you have paid us late or because the amounts you have been assessed as being required to pay have changed).

4. If an amount you must pay is not ascertainable at the time that payment would otherwise be due, we may claim, charge, retain or deduct such amount as we reasonably estimate will become due, until the actual amount has been determined. Once the actual amount has been determined, we will make any necessary adjustment or notify you of any additional amount you must pay.
5. The provisions of this Agreement dealing with payments, charging your Package Funds, indemnities, limitation of liability, privacy and consequences of termination survive the end of this Agreement and may be enforced after this Agreement has ended.

## I D15 Transferring to a new provider

1. This clause applies if you notify us within 56 days of us ceasing to be your Home Care Package provider that you are transferring your Home Care Package to another approved home care provider.
2. After reconciling your Package Funds in accordance with clause D14(2), we will transfer the balance of any Package Funds we hold to the new provider and the Government (as applicable) within 70 days of us ceasing to provide you with Services or any other period prescribed by the Aged Care Act.
3. You authorise us to provide information to the new provider for this purpose.

## I D16 Variation of this Agreement

1. This Agreement can be varied in writing by mutual consent, following adequate consultation between us and you except if the variation is necessary to implement the GST Act and we have given you reasonable notice in writing about the Variation. However, we cannot vary this Agreement in a way that conflicts with applicable Laws.
2. If the Services are varied in accordance with this Agreement, this Agreement will continue to apply. If we stop providing Services under your Home Care Package and you want us to start providing Services again, Services will be provided pursuant to this Agreement, unless a variation or new terms are expressly agreed at the time.
3. When Service Charges, the Care Management Fee and the Package Management Fee change in accordance with clause C6, this Agreement will be applied with the updated rates.
4. If the Aged Care Act is changed in a way that affects this Agreement, for example, there is a change to our obligations as an aged care provider, this Agreement will be read subject to those changes. We will tell you if a change of law impacts you and speak to you about how this may affect you.

## Part E: Definitions and General Provisions

### I E1 Definitions

Meanings apply to capitalised terms used in this Agreement as specified in this clause and any expression used that is defined in the GST Act has that defined meaning, unless the context otherwise requires:

1. **Additional Contribution** means each amount (if any) you choose to pay, at agreed intervals, in addition to your Assessed Contribution to receive Services that are not otherwise funded from your Package Funds.
2. **Aged Care Act** means the Aged Care Act 1997 (Cth) and its associated regulations, rules and Principles.
3. **Agreement** means this agreement for the provision of Services and includes the cover page(s), the Agreement Details, the Parts and any associated documents issued under this agreement and any Variation.
4. **Agreement Details** means the details in the tables at the start of this Agreement.
5. **Alternative Charge Acknowledgement** means any agreement or acknowledgement between us and you concerning the Alternative Charges to apply in connection with this Agreement.
6. **Alternative Charges** means the fees and charges negotiated and agreed instead of our Standard Charges for the applicable Services, Care Management and/or Package Management as set out in Part J, an Alternative Charge Acknowledgement, your Budget or any other notification or acknowledgement regarding the fees and charges payable for Services, subject to any Variation.
7. **Alternative Pricing Schedule** means the particulars of the Alternative Charges, being as at the date of this Agreement as set out in Part J.
8. **Approved Provider** means the approved provider specified in the Agreement Details or any notified any assignee and 'we', 'us' and 'our' have a corresponding meaning.
9. **Assessed Contribution** means the contribution you are required to pay towards your Home Care Package known as Daily Home Care Fees under the Aged Care Act, which, as at the date of this Agreement, is calculated as follows:
  - (a) take the applicable Basic Daily Care Fee (this amount is determined by the Government and as at the date of this Agreement, is equivalent to 17.5% of the basic age pension);
  - (b) add the Compensation Payment Fee (if any) for you for the day in question (this is an amount you may have to pay if you are receiving a compensation payment);
  - (c) add the Income Tested Care Fee (if any) for you for the day in question (this is an amount you have to pay if you are receiving income above the basic pension);
 and

(d) subtract the amount of any Hardship Supplement applicable to you for the day in question.

Where the context permits, your Assessed Contribution excludes any amount we have agreed not to charge, for so long as we agree not to charge it. Components of the Assessed Contribution may vary from time to time in accordance with clause C4.

- 10. Australian Consumer Law** means the law set out in in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- 11. Basic Daily Care Fee** means the amount set under the Aged Care Act. It is calculated by rounding down to the nearest cent the amount equal to 17.5% of the basic age pension, calculated on a daily basis.
- 12. Budget** means an individualised budget developed in partnership with you which details your Assessed Contribution, the government subsidies we expect to receive, any Additional Contributions you choose to make and the applicable Service Charges, Care Management Fee and Package Management Fee and other agreed costs, claims, allowances and deductions.
- 13. Cancellation Fee** means the amount you must pay if you change or cancel a Service without providing us with Prior Notice, being the cancellation fee last notified to you before the change or cancellation of Services.
- 14. Care Management** means the management of Services to ensure your care and support needs are met on an ongoing basis, as prescribed in the Aged Care Act and set out in Part F.
- 15. Care Management Fee** means the amount we charge for Care Management, as set out in this Agreement, subject to any Variation.
- 16. Care Manager** means the person nominated to oversee your Home Care Package as nominated in the Agreement Details or as otherwise advised to you.
- 17. Care Plan** means your care plan setting out the Services you will receive that we develop in consultation with you as set out in Part H and thereafter as updated from time to time.
- 18. Charter** means the Charter under the Aged Care Act, a copy of which is set out at Part A.
- 19. Code of Conduct** means the code of conduct under the Aged Care Act establishing how we and our personnel must treat you as a consumer, a copy of which is set out in F1.
- 20. Compensation Payment Fee** means a fee you may be required to pay to us under the Aged Care Act if you receive a compensation payment, being the amount notified by the Government, as varied from time to time.
- 21. Consumer** means the recipient of the Home Care Package, as specified in the Agreement Details and 'you' and 'yours' have a corresponding meaning.

**22. Consumer Guarantees** means the guarantees set out in Division 1 of Part 3.2 of the Australian Consumer Law.

**23. End Date** means:

- (a) the fixed end date specified in the Agreement Details (if applicable):
  - (i) less each day that the scheduled Start Date specified in the Agreement Details is brought forward (if applicable); or
  - (ii) plus each day that the scheduled Start Date specified in the Agreement Details is delayed (if applicable); or
- (b) the date or any earlier date on which this Agreement is ended under clause D13.

**24. Extra Condition** means any extra condition(s) specified in the Agreement Details.

**25. Excluded Items** means any Service we cannot provide under your Home Care Package because it is excluded under the Aged Care Act and any Government directive, policy or guidance material, including “excluded items” listed in Part F.

**26. Fee Adjustment** means the mechanism and process for adjusting the Care Management Fee, Package Management Fee and/or any Service Charges or a component of them, as set out in the Agreement Details or any other mechanism and process agreed, including as set out in the Pricing Schedule.

**27. Government** includes government departments and agencies who oversee or administer matters relevant to your Home Care Package, including Services Australia, Department of Veterans’ Affairs or Department of Health and Aged Care (as the context permits).

**28. GST** means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.

**29. GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**30. Hardship Supplement** means a supplement we may receive from the Government if you have been approved for hardship under the Aged Care Act.

**31. Home** means the address specified in the Agreement Details where we will provide you with Services (unless otherwise agreed).

**32. Home Care Package** means the home care package allocated to you by the government and the package of Services we have agreed to provide, being the package specified in the Agreement Details or any other agreed package.

**33. Income Tested Care Fee** means a fee you may be required to pay to us under the Aged Care Act depending on your income, being the amount notified by the Government, as varied from time to time.

**34. Laws** means all relevant State, Territory and Commonwealth laws and regulations and where the context requires, includes all government policies applicable to the delivery of the Home Care Package.



- 35. MPIR** means the maximum permitted interest rate under the Aged Care Act at the applicable time.
- 36. Package Funds** means the total funds available for or in connection with your Home Care Package and is comprised of your Assessed Contribution, government subsidies and any Additional Contributions you agree to make.
- 37. Package Management** means the management of your Home Care Package and the quality of Services as prescribed in the Aged Care Act, but excludes Care Management.
- 38. Package Management Fee** means the amount we charge for Package Management, as set out in this Agreement, subject to any Variation.
- 39. Part** means a section of this Agreement with the heading 'Part'.
- 40. Payment Cycle** means the manner or intervals when fees and charges are payable to us, as set out in the Agreement Details or agreed or, if no cycle is specified, monthly, or in the case of an amount which is not payable at regular intervals, including a change to your Assessed Contribution or Additional Contribution, on demand and on this Agreement ending, means the date this Agreement ends.
- 41. Personal Information** means information about you and includes personal, sensitive or health information of or about you within the meaning of the Privacy Laws.
- 42. Pricing Schedule** means, as the context permits, the Standard Pricing Schedule and/or the Alternative Pricing Schedule.
- 43. Prior Notice** means at least two business days' prior notice or any other period of notice specified by us from time to time for you to cancel a Service.
- 44. Privacy Laws** means, to the extent applicable, the Privacy Act 1988 (Cth) and equivalent State/Territory Laws concerning the handling of personal, health or sensitive information and their respective Australian Privacy Principles, Information Privacy Principles and Health Privacy Principles.
- 45. Services** means those products and services we or a third party provide to you under your Home Care Package (other than Care Management and Package Management) or if the context permits, any services we agree to provide outside of your Home Care Package.
- 46. Service Charges** means the fees for the Services which are charged by us, our preferred suppliers or any other suppliers, other than the Care Management Fee and the Package Management Fee. This includes the Standard Charges, the Alternative Charges and any other charges set out in the Agreement Details, the Pricing Schedule, your Budget or any other notification or acknowledgement regarding the fees and charges payable for Services. These amounts may be increased from time to time in accordance with this Agreement. Any Service

Charges quantified in the Agreement Details may be estimates for Budget purposes with the amount payable to be determined in accordance with this Agreement.

- 47. Service Period** means the duration of the period commencing on the Start Date and ending on the End Date and includes:
- (a) each equivalent and successive period of extension under clause B4(2) (if any); or
  - (b) if another period of extension is agreed under clause B4(2), the agreed period.
- 48. Service Schedule** means the agreed schedule for the delivery of the Services under your Care Plan, or if the context permits, any schedule we provide for the delivery of services we agree to provide outside of your Home Care Package, as updated from time to time.
- 49. Specified Care and Services** means the list of services in the Quality of Care Principles 2014 made under the Aged Care Act which as at the date of this Agreement are set out in Part F.
- 50. Standard Charges** means the standard fees and charges for Services, Care Management and Package Management and other amounts set out in the Standard Pricing Schedule, subject to any Variation.
- 51. Standard Pricing Schedule** means the particulars of the Standard Charges, being as at the date of this Agreement as set out in Part I.
- 52. Start Date** means the date we will start providing Services to you under this Agreement, as specified in the Agreement Details, or any other date we start providing Services to you under this Agreement.
- 53. Variation** means any change made pursuant to or in accordance with the Agreement and any other variation agreed by us and you or which you are taken to have agreed to.

## I E2 General Provisions

1. This Agreement is subject to any Extra Conditions in the Agreement Details. If there is an inconsistency between an Extra Condition and another provision of this Agreement, the Extra Condition prevails.
2. If any one or more of the provisions of this Agreement are found to be illegal, void or voidable by any judicial or other competent authority, those provisions must be severed from the Agreement and the remaining provisions of this Agreement will remain in effect.
3. Any delay or failure by you or us to exercise a right or enforce an obligation doesn't prevent you or us from relying on this Agreement.



4. Reference to a statute, code or other law includes regulations, principles, standards and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them and all statutory instruments issued under any of them.
5. Any guide or explanatory materials provided to you in conjunction with this Agreement don't form part of this Agreement.
6. We may estimate or calculate monthly amounts on the basis of a set number of days in a month (for example, 31 or 30 days). This may mean that the amount payable for a month varies having regard to the actual number of days in the month.
7. This Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument. This Agreement may be executed by hand and delivered by email to the other party in a 'pdf' data file. Execution and delivery in that format will be valid and binding as if the 'pdf' copy was an original.
8. This Agreement is governed by and interpreted in accordance with the Laws of the State/Territory in which we provide you with Services.
9. Subject to our obligations under the Aged Care Act, if the Home Care Packages Program is replaced, we will let you know if we will keep providing services under this Agreement. If a new agreement is required, we will consult with you about how we can continue providing services.

## Part F: Services We Can and Cannot Provide

### I F1 Care and services

#### 1. Care services that may be provided

The following table specifies the care services that an approved provider of a home care service may provide.

Care services		
Item	Column 1 Service	Column 2 Content
1	Personal services	Personal assistance, including individual attention, individual supervision and physical assistance, with: <ul style="list-style-type: none"> <li>(a) bathing, showering including providing shower chairs if necessary, personal hygiene and grooming, dressing and undressing, and using dressing aids; and</li> <li>(b) toileting; and</li> <li>(c) dressing and undressing; and</li> <li>(d) mobility; and</li> <li>(e) transfer (including in and out of bed).</li> </ul>
2	Activities of daily living	Personal assistance, including individual attention, individual supervision and physical assistance, with communication including assistance to address difficulties arising from impaired hearing, sight or speech, or lack of common language, assistance with the fitting of sensory communication aids, checking hearing aid batteries, cleaning spectacles and assistance in using the telephone.
3	Nutrition, hydration, meal preparation and diet	Includes: <ul style="list-style-type: none"> <li>(a) assistance with preparing meals; and</li> <li>(b) assistance with special diet for health, religious, cultural or other reasons; and</li> <li>(c) assistance with using eating utensils and eating aids and assistance with actual feeding, if necessary; and</li> <li>(d) providing enteral feeding formula and equipment.</li> </ul>
4	Management of skin integrity	Includes providing bandages, dressings, and skin emollients
5	Continence management	Includes: <ul style="list-style-type: none"> <li>(a) assessment for and, if required, providing disposable pads and absorbent aids, commode chairs, bedpans and urinals, catheter and urinary drainage appliances and enemas; and</li> <li>(b) assistance in using continence aids and appliances and managing continence.</li> </ul>
6	Mobility and dexterity	Includes: <ul style="list-style-type: none"> <li>(a) providing crutches, quadruped walkers, walking frames, walking sticks and wheelchairs; and</li> <li>(b) providing mechanical devices for lifting, bed rails, slide sheets, sheepskins, tri pillows, and pressure relieving mattresses; and</li> <li>(c) assistance in using the above aids.</li> </ul>

## 2. Support services that must be provided

The following table specifies the support services that an approved provider of a home care service must provide.

Support services		
Item	Column 1 Service	Column 2 Content
1	Care management	<p>Ongoing assessment and planning to ensure that the care recipient receives the care and services they need:</p> <ul style="list-style-type: none"> <li>(a) that is undertaken on at least a monthly basis; and</li> <li>(b) that includes the following: <ul style="list-style-type: none"> <li>(i) regularly assessing the care recipient's needs, goals and preferences;</li> <li>(ii) reviewing the care recipient's home care agreement and care and services plan;</li> <li>(iii) ensuring the care recipient's care and services are aligned with other supports;</li> <li>(iv) partnering with the care recipient and the care recipient's representatives about the care recipient's care and services;</li> <li>(v) ensuring that the care recipient's care and services are culturally safe;</li> <li>(vi) identifying and addressing risks to the care recipient's safety, health and wellbeing.</li> </ul> </li> </ul>

## 3. Support services that may be provided

The following table specifies the support services that an approved provider of a home care service may provide.

Support services		
Item	Column 1 Service	Column 2 Content
1	Support services	<p>Includes:</p> <ul style="list-style-type: none"> <li>(a) cleaning; and</li> <li>(b) personal laundry services, including laundering of care recipient's clothing and bedding that can be machine washed, and ironing; and</li> <li>(c) arranging for dry cleaning of care recipient's clothing and bedding that cannot be machine washed; and</li> <li>(d) gardening; and</li> <li>(e) medication management; and</li> <li>(f) rehabilitative support, or helping to access rehabilitative support, to meet a professionally determined therapeutic need; and</li> <li>(g) emotional support including ongoing support in adjusting to a lifestyle involving increased dependency and assistance for the care recipient and carer, if appropriate; and</li> </ul>

1	Support services	(h) support for care recipients with cognitive impairment, including individual therapy, activities and access to specific programs designed to prevent or manage a particular condition or behaviour, enhance quality of life and provide ongoing support; and
		(i) providing 24 hour on call access to emergency assistance including access to an emergency call system if the care recipient is assessed as requiring it; and
		(j) transport and personal assistance to help the care recipient shop, visit health practitioners or attend social activities; and
		(k) respite care; and
		(l) home maintenance, reasonably required to maintain the home and garden in a condition of functional safety and provide an adequate level of security; and
		(m) modifications to the home, such as easy access taps, shower hose or bath rails; and
		(n) assisting the care recipient, and the homeowner if the home owner is not the care recipient, to access technical advice on major home modifications; and
		(o) advising the care recipient on areas of concern in their home that pose safety risks and ways to mitigate the risks; and
		(p) arranging social activities and providing or coordinating transport to social functions, entertainment activities and other out of home services; and
		(q) assistance to access support services to maintain personal affairs.

2	Leisure, interests and activities	Includes encouragement to take part in social and community activities that promote and protect the care recipient's lifestyle, interests and wellbeing.
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#### 4. Clinical services that may be provided

The following table specifies the clinical services that an approved provider of a home care service may provide.

Clinical services		
Item	Column 1 Service	Column 2 Content
1	Clinical care	Includes: (a) nursing, allied health and therapy services such as speech therapy, podiatry, occupational or physiotherapy services; and (b) other clinical services such as hearing and vision services.
2	Access to other health and related services	Includes referral to health practitioners or other related service providers.

## I F2 Excluded items

Items that must not be included in package of care and services

The following table specifies the items that must not be included in the package of care and services provided under section 13.

Excluded items		
Item	Column 1	Column 2
1	Excluded items	<p>The following items must not be included in the package of care and services provided under section 13:</p> <ul style="list-style-type: none"> <li>(a) use of the package funds as a source of general income for the care recipient;</li> <li>(b) purchase of food, except as part of enteral feeding requirements;</li> <li>(c) payment for permanent accommodation, including assistance with home purchase, mortgage payments or rent;</li> <li>(d) payment of home care fees;</li> <li>(e) payment of fees or charges for other types of care funded or jointly funded by the Australian Government;</li> <li>(f) home modifications or capital items that are not related to the care recipient's care needs;</li> <li>(g) travel and accommodation for holidays;</li> <li>(h) cost of entertainment activities, such as club memberships and tickets to sporting events;</li> <li>(i) gambling activities; and</li> <li>(j) payment for services and items covered by the Medicare Benefits Schedule or the Pharmaceutical Benefits Scheme.</li> </ul>

## Part G: Code of Conduct

1. The following applies to us, as the Approved Provider, our governing persons and aged care workers.
2. When providing care, supports and services to people, I must:
  - (a) act with respect for people's rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions; and
  - (b) act in a way that treats people with dignity and respect, and values their diversity; and
  - (c) act with respect for the privacy of people; and
  - (d) provide care, supports and services in a safe and competent manner, with care and skill; and
  - (e) act with integrity, honesty and transparency; and
  - (f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of care, supports and services; and
  - (g) provide care, supports and services free from:
    - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
    - (ii) sexual misconduct; and
  - (h) take all reasonable steps to prevent and respond to:
    - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
    - (ii) sexual misconduct.

## Part I: Standard Pricing Schedule

Please refer to the fee schedule or visiting our website:

<https://www.royalfreemasons.org.au/in-home-support/home-care-package/>