

In-home care

# Home Care Package Agreement

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## NOTE

*This is a template, standard form agreement, which may not be suitable to all circumstances. This agreement may not accommodate all models of care or reflect changes in the interpretation or application of applicable laws. If this agreement is not completed and executed correctly, it may fail to create a legally binding agreement which complies with applicable laws, including the Aged Care Act and current government policy. You should obtain your own legal and tax advice on the suitability of this agreement, and how to complete and execute it correctly, based on your particular circumstances.*



## Contents

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	PAGE
Agreement Details	4
Signing Page	9
Part A: Charter of Aged Care Rights	10
Part B: Overview of Services	12
Part C: Your fees, budget and monthly statement	16
Part D: Rights and Responsibilities	23
Part E: Definitions and General Provisions	31
Part F: Specified Care and Services	37
Part G: Standard Pricing Schedule	42
Part H: Alternate Pricing Schedule	45

## Agreement Details

### CONSUMER DETAILS

Name

Date of birth

Home

### CONTACT DETAILS

Address

Phone

Email

### REPRESENTATIVE

Name

Address

Phone

Email

Authority \*

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

### OTHER/EMERGENCY CONTACT PERSON

Name

Address

Phone

Email

Relationship \*

\*(eg friend, relative)

### CONTACT DETAILS

Name

Phone

Address

## APPROVED PROVIDER

Name ABN

Address

Case manager

Phone

## YOUR HOME CARE PACKAGE

### TYPE OF HOME CARE PACKAGE

**We have agreed to provide you with the following 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 Package, we also offer care for those receiving the following Home Care Packages**

Level 1: **Basic Care**

Level 2: **Low Care**

Level 3: **Intermediate Care**

Level 4: **High Care**

### Transfer?

**YES**

**NO**

## YOUR PACKAGE FUNDS

MONTHLY INCOME TOWARD PACKAGE FUNDS

AMOUNT

### Government Funding

### Supplementary Subsidy

Dementia and cognition supplement

Veterans' supplement

Oxygen supplement

Enteral feeding supplement

Hardship supplement

Viability supplement

Top-up supplement

REDUCTIONS:

Compensation payment

Care subsidy reduction (based on Income Tested Fee)

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**MONTHLY TOTAL**

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### Your Contributions (if any)

Your Assessed Contribution is made up of the following:

Basic Daily Care Fee:

plus Income Tested Care Fee (if any):

plus Compensation Payment Fee (if any):

minus Hardship Supplement (if any):

You may contribute additional funds:

plus Additional Contributions (if any):

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**DAILY TOTAL**

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**MONTHLY TOTAL**

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\* Your Assessed Contribution will be adjusted as per the Aged Care Act

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**TOTAL MONTHLY PACKAGE FUNDS:**

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## YOUR PACKAGE FUNDS

### 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.**

AMOUNT

Care Management Fee

Package Management Fee

Budgeted Service Charges

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**TOTAL MONTHLY EXPENDITURE:**

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## SERVICE SUMMARY

### Care Plan

Attached (see Part G).

To be provided to you within 14 days of the Services commencing.

### Start date

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### End Date (if applicable)

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### When the Services will end

We and you can end this Agreement as set out in clause D12. Services can also be suspended as set out in Part D.

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### Exit Amount

If you stop receiving Services or transfer to another provider, we can charge an Exit Amount \$0.00

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### Payment Cycle

### **ADDITIONAL PROVISIONS**

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 with a copy of the Charter and assisted you to understand the Charter and any other information we have provided in relation to your rights under the Charter. You also acknowledge that you have been given a reasonable opportunity to sign the Charter in the space provided in Part A. Although we encourage you to sign the Charter, signing is optional and you will be entitled to receive Services and exercise your rights under the Charter if you choose not to sign.

### OPPORTUNITY TO OBTAIN INDEPENDENT ADVICE

You acknowledge that you have had the opportunity to have this Agreement explained to you, ask questions and obtain independent advice (including legal and financial advice) and that you are satisfied with all elements of the manner in which Services will be provided.

**Please sign below to indicate your willingness to receive Services in accordance with this Agreement.**

### SIGNED BY THE **CONSUMER** OR THEIR AUTHORISED REPRESENTATIVE\*

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

In the presence of:

Witness \_\_\_\_\_ Date \_\_\_\_\_

Print full name \_\_\_\_\_

\* 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 \_\_\_\_\_

### SIGNED BY AN AUTHORISED OFFICER OF THE **APPROVED PROVIDER**

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

Print full name \_\_\_\_\_ Date signed \_\_\_\_\_



Part A: Charter of  
Aged Care Rights



# 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;
14. exercise my rights without it adversely affecting the way I am treated.

## Consumer

## Provider

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

Signature and full name of provider's staff member

Full name of consumer

Name of provider

/ /

Full name of authorised person (if applicable)

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: Overview of Services

# Overview of Services

## B1 Services

- 1** Your Case Manager will work with you to design a Care Plan setting out the Services you will receive. We will provide you with a copy of your Care Plan and details about any changes to your Care Plan. Your initial Care Plan and Service Schedule will be provided to you within 14 days of the date of this Agreement.
- 2** The Services you can receive under your Home Care Package depend on your 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.
- 3** If the level of Home Care Package you are approved to receive is upgraded, we will work with you to develop a new Care Plan, Service Schedule and Budget.
- 4** The standard types of Services you can receive are set out in the Specified Care and Services at Part F.
- 5** In addition to the Services you are assessed by us as requiring, you can request other Services. If we are able to, and the Services you request are not excluded items (see Part F), we will incorporate those Services into your Home Care Package so long as those Services can be safely provided having regard to your assessed needs. You must have sufficient funds in your Budget or agree to pay for those Services through Additional Contributions.
- 6** We can refuse to provide a particular Service if:

  - a. we assess that Service as being 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 provision of that Service is outside or likely to be outside the scope of your Budget.
- 7** If you arrange a service without consulting us and without it being incorporated into and covered by your Care Plan and Budget, you will be responsible for the cost of that service.

## B2 Case Manager

- 1** Your Case Manager will work with you to arrange your Services. This includes developing your Care Plan, Service Schedule and Budget and liaising with relevant personnel and health practitioners.
- 2** Your Case Manager will answer any questions you have about the scope, suitability or quality of the Services you receive.
- 3** The level of support provided by your Case Manager will be limited to the number of hours set out in the Pricing Schedule or if no maximum hours are set out in the Pricing Schedule, the number of hours set out in your Budget. If you require more support than that allowed, additional Care Management Fees and/or Package Management Fees will apply (as notified).

## Overview of Services

### B3 Service Delivery

- 1 You must be at your Home at the designated times to receive Services. If you are absent, we may still charge you for the attendance.
- 2 If you want to change or cancel a Service you must provide us with Prior Notice. If you do not provide us with Prior Notice, we may require you to pay a Cancellation Fee.
- 3 You must allow attending personnel to complete and perform their duties in the time allocated to you.
- 4 You must make full disclosure of any matter which relates to or may affect us providing Services to you. For example, if you believe the Services may pose a danger to you, you must immediately advise the attending personnel of your concerns.

### B4 Who Will Provide the Services?

- 1 Services will be provided to you in full or in part by us or by a contractor we consider suitable. If we engage a contractor to provide Services to you, the applicable charges will be deducted from your Package as Service Charges.
- 2 We have a list of preferred service and product suppliers. If you wish to receive Services from another supplier, we will endeavour to arrange this, but you will incur additional service or administration costs including an additional administration charge (details of which will be set out in your Budget). We will notify you of the Service Charges for other suppliers.
- 3 We can refuse to use particular personnel or a particular service provider or supplier to provide you with Services if they do not meet our supplier requirements or 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.
- 4 You understand that Services may be supplied by various service providers and personnel from time to time. We make no warranties or guarantee that Services will be provided by the same person or service provider.

### B5 Equipment

- 1 If you 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 your Care Plan requires supporting equipment, we will seek to procure that equipment to assist you which may require assessments to be undertaken 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 and you must comply with the terms upon which a third party provides equipment.

## Overview of Services

### B5 Equipment (continued)

- 3** Assessments you receive may require equipment to be of a specific type or specification, based on your identified needs. This may mean that equipment that looks similar may not reflect the assessments you have obtained or meet the requirements for payment from your Package Funds. On 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.
- 4** You use equipment at your own risk. Accordingly, 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 seek our assistance with the use of equipment, additional fees may apply.
- 5** You must maintain any equipment you purchase. You must also enforce any rights you have against the supplier or manufacturer should the equipment be faulty or defective.
- 6** 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).
- 7** 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.
- 8** 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.

### B6 Emergencies

- 1** We are not a medical service provider. If our personnel are present in the event of a medical emergency or incident, 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 require urgent care, please contact your general practitioner or dial 000.



Part C: Your  
fees, budget and  
monthly statement



# Your Fees, Budget and Monthly Statement

## C1 Package Funds

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

### Income

#### 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

This is an amount you may be required to pay to us to contribute towards your Home Care Package. The amount of your Contribution is determined by a Government assessment and may comprise:

- Basic Daily Fee
- Income Tested Care Fee (applicable to those with income other than the basic aged pension)

##### Additional Contribution

If you want to access more Services, you can elect to pay an Additional Contribution.

### Expenditure

#### What we charge

##### Care Management Fee

This is a fee we charge to your Package Funds to cover the costs of providing you with basic Care Management, service coordination. It may be a fixed amount each month, or may vary depending on the amount of Care Management we provide. 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.

## C2 Your Budget

- 1 As part of developing your Care Plan, we will work with you to develop a Budget for your Home Care Package
- 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 We will work with you to allocate expenditure from your Budget towards the Services that you receive or are expected to receive. 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 directed by us). If you stop paying these, your Services will be altered accordingly.
- 4 You can stop making elective Additional Contributions at any time if you no longer want to receive additional Services, provided you 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 review with you how much notice is required and when your Additional Contributions change. Your Budget and Services will be adjusted accordingly.
- 5 If the Services you request exceed or are likely to exceed your Package Funds:
  - a. 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);
  - c. we will work with you to identify Service changes to bring costs in line with your Package Funds; and
  - d. if your Package Funds go into or are likely to go into a negative balance, we may:
    - i. suspend some or all of the Services based on the limits of your available resources;
    - ii. review and readjust your Budget to bring planned Service Charges in line with your Package Funds; and
    - iii. allocate, charge and/or apply any available Package Funds towards overspends prior to new Service Charges being paid or incurred.
- 6 We will give you a copy of your Budget before, or within 14 days after, you commence receiving services from us. 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.

### **C3 Your Assessed Contribution and Additional Contributions (continued)**

- 3** Your initial Assessed Contribution 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 notified to us by the Department or, if no amount is notified, the maximum amount prescribed by the Aged Care Act.
- 4** You must immediately tell us if you are notified by the Department that you should pay a higher or lower Income Tested Care Fee from the amount set out in the Agreement Details.
- 5** You authorise us to contact the Department to verify your Assessed Contribution.
- 6** 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 permitted.

### **C4 Changes to Your Assessed Contribution**

- 1** Your Assessed Contribution will be adjusted if, for any reason, we determine that your Assessed Contribution should be lower or higher than:
  - a. the amount set out in the Agreement Details; and/or
  - b. the amount the Department has determined for you.
- 2** This Agreement will continue to apply if your Assessed Contribution is adjusted. Any adjustment will take effect on the date your next payment is due or within any shorter period prescribed by the Aged Care Act.
- 3** If the Department decides you must pay a higher Income Tested Care Fee than previously agreed or previously assessed for you, you must pay the balance owing regardless of the reasons why this has changed. You are personally liable for this amount (even if you terminate or suspend this Agreement).
- 2** Your Assessed Contribution will also be adjusted 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. You can apply to your Case Manager 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.
- 2** This Agreement will continue to apply if your Assessed Contribution is adjusted. Any adjustment will take effect on the date your next payment is due or within any shorter period prescribed by the Aged Care Act.

### **C5 Service Charges**

- 1** Details of the Service Charges you must pay for Services under your Home Care Package, and which may be charged to your Package Funds, will be set out in your Budget. Our Standard Charges are set out in the Pricing Schedule. Unless otherwise stated, if there is any inconsistency between this Agreement and the Pricing Schedule regarding the Service Charges, the Pricing Schedule prevails.

## **C5 Service Charges (continued)**

- 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 as part of us agreeing to provide Services in addition to those funded under your Home Care Package.
- 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.
- 4** Any agreed Alternate Charges apply instead of the Standard Charges for the corresponding Services.

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

- 1** If the Care Management Fee, Package Management Fee and/or any of Services Charges are expressed as a dollar amount we may adjust these or a component of them:
  - a. annually with effect from 1 July, to reflect the percentage change in CPI for the prior period 1 July to 30 June (if a positive amount) or in any other manner agreed, including as set out in the Pricing Schedule;
  - b. by any amount we reasonably determine to recover or offset any additional costs and/or any expenses we incur in connection with the delivery of Services or management/administration of your Home Care Package (eg if our suppliers increase their prices); and
  - c. to recover or offset any additional tax, duty, levy or impost directly or indirectly payable or incurred by us in connection with this Agreement or the delivery of Services. An adjustment under this clause will not exceed the amount of the additional tax or duty.
- 2** Any changes to the charges under clause C6(1)(b) and (c) will take effect on the date the change is agreed to take effect (if a change can only occur under the Aged Care Act by agreement, following consultation) or, in any other case, 28 days after we give you written notice of the new charges.
- 3** To the extent of any inconsistency between the adjustment methods set out in this clause and the Pricing Schedule, the Pricing Schedule prevails.

## **C7 Management of Your Package Funds**

- 1** We will claim your available Package Funds from the Department to pay allowed expenses and deductions in your Budget, including allowed 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 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.

## **C8 Monthly Statement**

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- 1** In addition to your Budget, we will provide you with a monthly statement setting out:
    - a. how much was claimed from the Department under your Home Care Package for the prior month;
    - b. how much you actually spent on Services under your Home Care Package;
    - c. any shortfall or unspent funds under your Home Care Package (to the extent these details are known to us); and
    - d. 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.
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## **C9 Payment by Direct Debit**

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- 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 in accordance with the Payment Cycle. You must provide us with a direct debit authority, unless another payment method is agreed.
  - 2** Deductions will be made in accordance with the Payment Cycle or, if a payment date falls due on a weekend or a public holiday, the next business day.
  - 3** You must not cancel or suspend the direct debit authority unless alternative payment arrangements (acceptable to us) have been made.
  - 4** If within any month you believe you may have insufficient funds in your nominated account, you must notify us immediately to avoid bank charges and make alternative payment arrangements. We will pass on any bank fees to you.
  - 5** Once this Agreement has ended, your direct debit authority must not be cancelled until all outstanding costs and charges have been paid.
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## **C10 Interest on Late Payments and Costs on Default**

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- 1** If you don't make payments to us when required under this Agreement, we may charge and you must pay interest on the unpaid or outstanding amount at a rate equivalent to the MPIR at the time payment was due, for the period over which payment was late, compounding monthly.
- 2** If you breach this Agreement, you must pay or reimburse us on demand all costs, charges, losses, expenses and damages we reasonably incur as a result of the breach.

## C11 GST

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- 1** If for GST purposes we are or can be considered to arrange or pay for your Services as your agent, we will make purchases as your agent if we notify you and/or a supplier that we make purchases on that basis.

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- 2** If for GST purposes you are or can be considered to arrange or pay for Services we reimburse you for as our agent, you make purchases of reimbursed Services as our agent if we notify you and/or a supplier that purchases are made on that basis.

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- 3** Any GST or similar tax payable on or in connection with the Services is payable by you, in addition to the base amount, 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.



Part D: Rights and Responsibilities

# Rights and Responsibilities

## D1 Prescribed Rights and Obligations

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- 1 You have rights and responsibilities at law, including under the Charter.
- 2 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.

## D2 Providing a Safe Environment

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- 1 You must assist us to ensure that our personnel can work in a safe environment, as per Work Health and Safety Act 2011. For example, you must:
  - a. ensure your home is safe to enter and free of hazards;
  - b. ensure there is unobstructed access and adequate space for our personnel to work in;
  - c. not ask our personnel to engage in hazardous manual tasks;
  - d. ensure equipment in your home is safe and well maintained and use 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.

## D3 Infection control

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- 1 You must provide us with any information we reasonably require about your immunisation history.
- 2 You must:
  - a. immediately let us know if you are suffering an infection that may put others at risk;
  - b. let us know if you have been in contact with others who are suffering an infection that may put you or others at risk;
  - c. let us know if 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; and
  - d. follow any reasonable procedures we outline in connection with infection control.



## Rights and Responsibilities

### D4 When you can Suspend your Services

- 1 You may suspend the Services you usually receive 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 Care Management Fees and Package Management Fees while your Services are suspended.
- 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, you may be personally responsible for the costs of any Services we deliver during that period.
- 3 Except if the suspension is for transition or respite care, you will be required to pay the Basic Daily Care Fee portion 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 during the suspension. After this, you must pay the amount notified to you by the Department. This is calculated as the lesser 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 Department.
- 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.

### D5 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 the events giving rise to the suspension are addressed to our satisfaction; and
  - a. you will be required to 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 D12.

## Rights and Responsibilities

### D6 Service Concerns and Complaints

- 1 You are entitled to make a complaint about any aspect of the Services you receive without fear of reprisal.
- 2 If you have a concern or complaint concerning us, the Services we provide or our handling of personal information, you should promptly contact our designated complaints officer or any other member of staff. Your complaint will be handled fairly and promptly in accordance with our complaints procedure, which at the date of preparing this Agreement is as follows:
  - a. we will 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. we will review our policies, practices and procedures in light of the complaint where appropriate; and
  - c. we will respond to all complaints within a reasonable timeframe having regard to the nature of the complaint.
- 3 You may refer your complaint to any State or Territory advocacy service or the Aged Care Quality and Safety Commission or any other relevant government body which deals with complaints at any time. The Aged Care Quality and Safety Commission can be contacted on 1800 951 822.
- 4 Further detail about our complaints procedure is set out in our complaints policy, a copy of which is available on request.
- 5 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 the Service Charges.
- 6 You must tell us if you are having any issues with service providers or attending personnel.

### D7 Your Rights to Information about your Home Care Package

- 1 On request, we will provide you with a copy of your current Care Plan and Service Schedule.
- 2 Within 7 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.
- 3 We will also provide you with other financial information relevant to your Services, if you request it.

### D8 Reviews

- 1 On request and on a regular basis, we will review your Care Plan, your Assessed Contribution and your allocated Case Manager, with a view to ensuring that you can set individual goals and receive Services most appropriate to your needs.
- 2 If your needs or circumstances change, your Case 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.

## Rights and Responsibilities

### D8 Reviews (continued)

- 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).

### D9 Privacy

- 1 (We 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 Your Personal Information will be used by us for the purposes of providing or procuring Services, as well as to enable internal administration, training, assessments, reviews and investigations into and notification of complaints, serious incidents and reportable events and any other use permitted by law. 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 and regulatory authorities. When we disclose Personal Information to third parties, we will seek to ensure it is handled appropriately.
- 3 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.
- 4 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.
- 5 You agree that we may consult with your nominated 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).
- 6 Personal Information is managed in accordance with our privacy policy and we may provide you with other policies concerning our handling of Personal Information which should be read in conjunction with this Agreement.
- 7 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.
- 8 You may make a complaint about our handling of your Personal Information to the Office of the Australian Information Commissioner.

# Rights and Responsibilities

## D10 Indemnity and Limitation of Liability

- 1 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;
  - 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 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 is limited to (at our option):
  - a. supplying the Service or Service(s) 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.

## D11 Assignment

- 1 We may assign or novate all or part of our interest, rights and obligations under this Agreement to a third party we select, by way of giving written notice of the change to you.
- 2 If notice is given under this clause, references in this Agreement to 'us' or 'we' will be taken to be references to the notified assignee, as if named in this Agreement, with the change to take effect from the date specified in the notice.

## D12 Ending this Agreement

- 1 You can end this Agreement and stop receiving Services from us by giving us at least 7 days' written notice.
- 2 We can end this Agreement and stop providing Services by giving you at least 7 days' written notice if:
  - a. you cannot be cared for in the community with the resources available to us;
  - b. you move to an area where we do not provide the Services;
  - c. 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 care;
  - d. you have not paid your Contribution for a reason within your control and you have not negotiated an alternative payment arrangement with us;
  - e. you have intentionally caused serious injury to our personnel;
  - f. you have intentionally infringed the right of one or more of our personnel or other attending personnel who provide the Services to work in a safe environment; or
  - g. to the extent permitted by the Aged Care Act, we give you at least 7 days' notice of our decision to cease providing the Services for any other permitted reason.

## Rights and Responsibilities

### D13 Effect of this Agreement Ending

- 1 On this Agreement ending, 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.
- 2 We will retain and manage your health records and other Personal Information in accordance with our legal obligations.
- 3 If this Agreement ends, in accordance with the User Rights Principles 2014 we will reconcile your Package Funds and 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 refund any amounts you have paid in advance;
  - b. we will charge and claim any permitted Exit Amount in accordance with the Aged Care Act (if you have sufficient Package Funds); and
  - c. we will refund any remaining unspent amounts we control, including any Assessed Contribution and/or Additional Contribution (less any amounts you owe us) to the Department, you or your estate or transfer these to your new provider under clause D14, as required by the Aged Care Act, including Division 3A of the User Rights Principles 2014.
- 4 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).
- 5 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.
- 6 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.

### D14 Transferring to a New Provider

- 1 This clause applies if you notify us within 56 days of us ceasing to provide you with Services that you are transferring your Home Care Package to another approved home care provider.
- 2 After reconciling your Package Funds in accordance with clause D13(3), we will transfer the balance of any Package Funds we hold or control to the new provider 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.

## Rights and Responsibilities

### D15 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 is inconsistent with prescribed Laws.
- 2 If the Services are varied in accordance with this Agreement, this Agreement will continue to apply. Recommended 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 are varied in accordance with clause C6, this Agreement will be applied accordingly.
- 4 This Agreement will be deemed to have been varied to accord with any applicable amendment to the Aged Care Act from time to time; for example, the rights and obligations of consumers and approved providers.

### D14 Transferring to a New Provider

- 1 This clause applies if you notify us within 56 days of us ceasing to provide you with Services that you are transferring your Home Care Package to another approved home care provider.
- 2 After reconciling your Package Funds in accordance with clause D13(3), we will transfer the balance of any Package Funds we hold or control to the new provider 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.



Part E:  
Definitions and  
General Provisions

# Definitions and General Provisions

## 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 **Additional Provisions** means any additional provisions specified in the Agreement Details;
- 3 **Aged Care Act** means the Aged Care Act 1997 (Cth) and (if applicable) the Aged Care Act (Transitional Provisions) Act 1997 (Cth) and includes all regulations, principles and standards under that Act;
- 4 **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;
- 5 **Agreement Details** means the details in the tables at the start of this Agreement;
- 6 **Alternate Charge Acknowledgement** means any agreement or acknowledgement between us and you concerning the Alternate Charges to apply in connection with this Agreement;
- 7 **Alternate Charges** means the fees and charges for the Services negotiated and agreed instead of Standard Charges for the applicable Services, as set out in Part I, an Alternate Charge Acknowledgement, your Budget or any other notification or acknowledgement regarding the fees and charges payable for Services, subject to any Variation;
- 8 **Alternate Pricing Schedule** means the particulars of the Alternate Charges, being as at the date of this Agreement as set out in Part I;
- 9 **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;
- 10 **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 Department 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. This amount may vary from time to time in accordance with clause C4;
- 11 **Australian Consumer Law** means the law set out in in Schedule 2 of the Competition and Consumer Act 2010 (Cth);



## Definitions and General Provisions

### E1 Definitions (continued)

- 12 Basic Daily Care Fee** means the amount determined by the Minister under the Aged Care Act or, if no amount is specified, the amount obtained by rounding down to the nearest cent the amount equal to 17.5% of the basic age pension, calculated on a daily basis;
- 13 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;
- 14 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;
- 15 Care Management** means the coordination of Services to ensure your care and support needs are met on an ongoing basis, as prescribed in the Aged Care Act;
- 16 Care Management Fee** means the amount you must pay us for Care Management, as set out in this Agreement, subject to any Variation;
- 17 Case Manager** means the person nominated to oversee your Home Care Package as nominated in the Agreement Details or as otherwise advised to you;
- 18 Care Plan** means your care plan setting out the Services you will receive that we develop in consultation with you and thereafter as updated from time to time;
- 19 Charter** means the Charter under the Aged Care Act, a copy of which is set out at Part A;
- 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 Department, 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 CPI** means the Consumer Price Index (All Groups, in the State or Territory in which the Services are provided), as published by the Australian Bureau of Statistics or its successor, and includes any index published in substitution for the Consumer Price Index;
- 24 Department** means the Department of Human Services, Department of Veterans' Affairs or Department of Health (as the context permits);
- 25 Exit Amount** means the amount set out in the Agreement Details that we may charge your Package Funds (subject to you having sufficient Package Funds) if this Agreement is terminated;
- 26 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;

## Definitions and General Provisions

### E1 Definitions (continued)

- 27 GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- 28 Hardship Supplement** means a supplement we may receive from the Department if you have been approved for hardship under the Aged Care Act;
- 29 Home** means the address specified in the Agreement Details where we will provide you with Services (unless otherwise agreed);
- 30 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;
- 31 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 Department, as varied from time to time;
- 32 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;
- 33 MPIR** means the maximum permitted interest rate under the Aged Care Act at the applicable time;
- 34 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;
- 35 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;
- 36 Package Management Fee** means the amount you must pay us for Package Management, as set out in this Agreement, subject to any Variation;
- 37 Part** means a section of this Agreement with the heading 'Part';
- 38 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;
- 39 Personal Information** means personal, sensitive or health information of or about an individual within the meaning of the Privacy Laws;
- 40 Pricing Schedule** means, as the context permits, the Standard Pricing Schedule and/or the Alternate Pricing Schedule;
- 41 Prior Notice** means at least 24 hours' prior notice or any other period of notice specified by us from time to time for a Service;

## Definitions and General Provisions

### E1 Definitions (continued)

- 42 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, and includes any relevant direction, guideline, determination or recommendation made by a privacy commissioner, health services commissioner or any equivalent body or agency;
- 43 Services** means those products and services we or a third party provide to you under your Home Care Package or if the context permits, any services we agree to provide outside of your Home Care Package;
- 44 Service Charges** means the fees for the Services which are charged by us, our preferred suppliers or any other suppliers, including the Standard Charges, the Alternate Charges and any other charges set out in the Agreement Details, your Budget or any other notification or acknowledgement regarding the fees and charges payable for Services, as increased from time to time in accordance with this Agreement, but excluding the Care Management Fee and the Package Management Fee. 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;
- 45 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;
- 46 Specified Care and Services** means the list of services in the Quality of Care Principles 2014 made under section 96-1 of the Aged Care Act which as at the date of this Agreement are set out in Part F;
- 47 Standard Charges** means the standard fees and charges for Services set out in the Standard Pricing Schedule, subject to any Variation, but excludes the Care Management Fee and the Package Management Fee;
- 48 Standard Pricing Schedule** means the particulars of the Standard Charges, being as at the date of this Agreement as set out in Part H; and
- 49 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.

# Definitions and General Provisions

## E2 General Provisions

- 1** This Agreement is subject to any Additional Provisions in the Agreement Details. If there is an inconsistency between an Additional Provision and another provision of this Agreement, the Additional Provision 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** 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.
- 4** Any guide or explanatory materials provided to you in conjunction with this Agreement don't form part of this Agreement.
- 5** This Agreement is governed by and interpreted in accordance with the Laws of the State/ Territory in which your Home Care Package is provided.



Part F:  
Specified Care  
and Services

## Specified Care and Services

### F1 Care and services

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

ITEM	SERVICE	CONTENT
1	<b>Personal services</b>	<p>Personal assistance, including individual attention, individual supervision and physical assistance, with:</p> <ol style="list-style-type: none"> <li>bathing, showering including providing shower chairs if necessary, personal hygiene and grooming, dressing and undressing, and using dressing aids; and</li> <li>toileting; and</li> <li>dressing and undressing; and</li> <li>mobility; and</li> <li>transfer (including in and out of bed).</li> </ol>
2	<b>Activities of daily living</b>	<p>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.</p>
3	<b>Nutrition, hydration, meal preparation and diet</b>	<p>Includes:</p> <ol style="list-style-type: none"> <li>assistance with preparing meals; and</li> <li>assistance with special diet for health, religious, cultural or other reasons; and</li> <li>assistance with using eating utensils and eating aids and assistance with actual feeding, if necessary; and</li> <li>providing enteral feeding formula and equipment.</li> </ol>
4	<b>Management of skin integrity</b>	<p>Includes providing bandages, dressings, and skin emollients.</p>
5	<b>Continence management</b>	<p>Includes:</p> <ol style="list-style-type: none"> <li>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>assistance in using continence aids and appliances and managing continence.</li> </ol>
6	<b>Mobility and dexterity</b>	<p>Includes:</p> <ol style="list-style-type: none"> <li>providing crutches, quadruped walkers, walking frames, walking sticks and wheelchairs; and</li> <li>providing mechanical devices for lifting, bed rails, slide sheets, sheepskins, tri pillows, and pressure relieving mattresses; and</li> <li>assistance in using the above aids.</li> </ol>

## Specified Care and Services

### F1.2 Support Services

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

ITEM	SERVICE	CONTENT
1	<b>Support services</b>	<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> <li>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</li> <li>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</li> <li>j. transport and personal assistance to help the care recipient shop, visit health practitioners or attend social activities; and</li> <li>k. respite care; and</li> <li>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</li> <li>m. modifications to the home, such as easy access taps, shower hose or bath rails; and</li> <li>n. assisting the care recipient, and the homeowner if the homeowner is not the care recipient, to access technical advice on major home modifications; and</li> <li>o. advising the care recipient on areas of concern in their home that pose safety risks and ways to mitigate the risks; and</li> <li>p. arranging social activities and providing or coordinating transport to social functions, entertainment activities and other out of home services; and</li> <li>q. assistance to access support services to maintain personal affairs.</li> </ul>

## Specified Care and Services

### F1.2 Support Services (continued)

ITEM	SERVICE	CONTENT
2	<b>Leisure, interests and activities</b>	Includes encouragement to take part in social and community activities that promote and protect the care recipient's lifestyle, interests and wellbeing.
3	<b>Care management</b>	Includes reviewing the care recipient's home care agreement and care plan, coordinating and scheduling care and services, ensuring care and services are aligned with other supports, liaising with the care recipient and the care recipient's representatives, ensuring that care and services are culturally appropriate, and identifying and addressing risks to the care recipient's safety.

### F1.3 Care and services

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

ITEM	SERVICE	CONTENT
1	<b>Clinical care</b>	Personal assistance, including individual attention, individual supervision and physical assistance, with: <ol style="list-style-type: none"> <li>a. nursing, allied health and therapy services such as speech therapy, podiatry, occupational or physiotherapy services; and</li> <li>b. other clinical services such as hearing and vision services.</li> </ol>
2	<b>Access to other health and related services</b>	Includes referral to health practitioners or other related service providers.



# Specified Care and Services

## F2 Excluded Items

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

The following table specifies the items that may not be included in a home care package.

ITEM	SERVICE	CONTENT
<b>1</b>	<b>Excluded items</b>	<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:  
Standard Pricing  
Schedule

## Standard Pricing Schedule

*Please refer to the most up-to-date pricing schedule on our home care page.  
<https://www.royalfreemasons.org.au/at-home/>*



Part H:  
Alternate Pricing  
Schedule

## Alternate Pricing Schedule

*Any Alternate Charges agreed from the commencement of your Home Care Package and the reason why different charges apply are set out below. The Alternate Charges apply and will be charged to your Package Funds instead of the corresponding Standard Charges until different charges apply.*









*Thank you for considering Royal Freemasons to deliver your Home Care Package services. We hope you enjoy your experience with us and feel fully supported by a dedicated and well qualified home care team.*



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