

# **Home Care Agreement**

## **(Levels 1, 2, 3 & 4 Home Care Package)**

**Consumer Directed Care**

## What is a Home Care Agreement

The *Aged Care Act 1997* (Cth) requires an approved provider to offer all Home Care consumers a Home Care agreement.

A Home Care agreement is a legal agreement between you as the Consumer and us as the care provider, which sets out a number of key elements about how the Home Care will be delivered. It may be signed by you if you have the requisite capacity, or your Authorised Person. It sets out your and our rights and obligations.

In some circumstances, you will not have the necessary decision making capacity to enter into this agreement. If this is the case, your Authorised Person may enter into this agreement on your behalf. If this agreement is signed by your Authorised Person, you will also need to comply with the agreement to the extent within your control.

Agreements are a contract between the Consumer and the care provider. If you have any concerns about the content of this Home Care agreement, if English is your second language, or if you have a visual or hearing impairment or require any special assistance, you may wish to take time to seek advice from friends, family, a financial adviser or a legal practitioner.

This Agreement is delivered on a Consumer Directed Care (CDC) basis. CDC is a way of delivering Home Care to you under your Home Care Package that allows you to have greater control over your life by encouraging you to make informed choices about the types of care and services you access and the delivery of those services, including who will deliver the services and when.

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## Important Information Schedule

<b>Date of this Agreement</b>	
<b>Approved Provider (We, us)</b>	<b>Name:</b> Alzheimer's Association of Queensland Inc. T/A Dementia and Aged Care Services
	<b>ABN:</b> 74 688 640 790
	<b>Phone:</b>
	<b>Facsimile:</b>
	<b>Address:</b>
<b>Consumer (You, your)</b>	<b>Name:</b>
	<b>Address:</b>
	<b>Phone:</b>
	<b>Email:</b>
<b>Authorised Person</b>	Has the Consumer appointed an Authorised Person? If yes, proceed to fill in details below. If no, proceed to next question
	<b>Name:</b>
	<b>Address:</b>
	<b>Phone:</b>
	<b>Email:</b>
<b>Commencement Date</b>	

<b>Home Care Package</b> (Select which package is applicable)	Level 1 – To support people with basic care needs
	Level 2 – To support people with low level care needs
	Level 3 – To support people with intermediate care needs
	Level 4 – To support people with high care needs
<b>Care Plan</b>	Refer to Annexure H
<b>Guarantor</b> Is there a guarantor? If yes to guarantor proceed to fill in details below. If not proceed to next question.	<b>Name:</b>
	<b>Address:</b>
	<b>Phone:</b>
	<b>Email:</b>
<b>Basic Daily Care Fee</b>	\$                      per day
<b>Interim Care Fee</b>	Have you received the Income Tested Care Fee? Yes                      No If Yes, then go to Income Tested Care Fee If no – insert interim daily amount agreed (if any) \$ If nil, insert nil
<b>Income Tested Care Fee</b> (if applicable)	Have you received the Income Tested Care Fee? Yes                      No If no, insert N/A If Yes [insert amount provided by the Department per day] \$
<b>Default Interest Rate</b>	% per annum
<b>Additional Services and charges for Additional Services (Annexure A) included at the Commencement Date</b>	Yes, I wish to purchase the Additional Services listed in Annexure A  No, I do not wish to purchase any Additional Services (you can take up Additional Services at a later time if you wish)
<b>Special conditions (Annexure B)</b>	Yes (if yes, see Annexure B)  No

## **PART ONE – SUMMARY**

### **1 Home Care Package**

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- 1.1 The Australian Government provides funding for Home Care Packages aimed at supporting people to remain living at home for as long as possible.
- 1.2 There are four levels of Home Care Packages:
- (a) Home Care Level 1 – to support people with basic care needs;
  - (b) Home Care Level 2 – to support people with low level care needs;
  - (c) Home Care Level 3 – to support people with intermediate care needs; and
  - (d) Home Care Level 4 – to support people with high care needs.
- 1.3 The objectives of the Home Care Packages Program are:
- (a) to assist people to remain living at home for as long as possible; and
  - (b) to enable consumers to have choice and flexibility in the way that care, and support is provided at home.
- 1.4 At some time in the future, in certain circumstances, you may no longer be able to continue on your Home Care Package.

### **2 Dignity and choice**

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- 2.1 We will administer your Home Care Package in accordance with the Aged Care Quality Standards and on a consumer directed care basis. This means we will:
- (a) provide information to you, in a format that is clear and easy to understand, about:
    - (i) your Home Care Package, including the amount of any home care subsidy the Government may contribute;
    - (ii) the care and services available to you under your Home Care Package;
    - (iii) the Fees and Charges payable by you;
  - (b) encourage you to make informed choices about the types of Home Care services you access and the delivery of those services, including who will deliver the services and when;
  - (c) encourage you to identify goals which will form the basis of your Care Plan;
  - (d) encourage you to determine the level of involvement you or your Authorised Person would like to have in managing your Home Care Package, taking into account that your level of involvement may vary over time as your care needs change
- 2.2 Whilst you are encouraged to exercise choice in the type of Home Care services that you access, in some circumstances it may be necessary for us to decline a request from you, including where your request:
- (a) would place the health, safety or wellbeing of you or another person at risk;
  - (b) falls outside of the care and services we are able to provide in accordance with the Quality of Care Principles;

- (c) would result in us not being able to comply with our responsibilities under the Act or any other law;
- (d) would result in you exceeding the budget for your Home Care Package;
- (e) is contrary to your assessed needs;
- (f) would be contrary to your care needs set out in your Care Plan.

### **3 The basic agreement**

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- 3.1 This Agreement sets out how we will provide the Home Care services you need and how you will receive Home Care services from us.
- 3.2 We agree to provide you with the Home Care services contained in your Care Plan in accordance with the Standards. We will comply with our responsibilities under the Code of Conduct (Annexure K). We have included a copy of the Code of Conduct in this Agreement, which describes how we, as your provider, and the people providing your care, must behave and treat you.
- 3.3 If there are any matters that fall outside the standard terms of the agreement, they will be set out in Annexure B to this Agreement.
- 3.4 In return, you agree to pay to us all Fees and Charges applicable to your Home Care services and honour your obligations to behave appropriately in accordance with the Rules and Regulations (Annexure E), to the extent within your control.
- 3.5 If you do not sign this document, there will be a legal agreement with you on the terms and conditions set out in this Agreement should you accept services or assistance from us under your Home Care Package after receiving this document.

### **4 Understanding and definitions**

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- 4.1 A summary of the specific information relating to you is set out at the front of this Agreement, referred to as the Important Information Schedule.
- 4.2 Details relating to some concepts or further details about particular clauses are set out at the back of this Agreement, referred to as the Annexures and shown in the contents page.
- 4.3 To assist with clarity and to improve understanding:
  - (a) words and phrases in this Agreement that are given a capital letter at the beginning of the word or words, have the meanings given to them in Annexure C to this Agreement; and
  - (b) for interpretation of this Agreement, unless the context otherwise requires, the rules set out in Annexure C to this Agreement will apply.

## **PART TWO – YOUR TERMS**

### **5 Receiving care**

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- 5.1 When you engage our services, we will provide you with Home Care services in the community based on your assessed needs, goals and preferences set out in your Care Plan for as long as you need or want, subject to your and our rights to terminate this Agreement.
- 5.2 Prior to the Commencement Date we will consult with you and/or your Authorised Person to determine a Care Plan appropriate to your assessed needs, goals and preferences and within the Specified Care and Services. The Care Plan will be monitored and will be reviewed at least annually. If



there is any change to your Home Care services, this will be implemented in a way that is consistent with your rights under the Act and the Charter of Aged Care Rights.

- 5.3 You will receive the services listed in your Care Plan based on your assessed needs, goals and preferences. These services will continue until such time as the services are varied by agreement, or suspended, or this Agreement terminates.
- 5.4 We will ask you or your Authorised Person to review your Care Plan and verify your agreement with the services outlined in the Care Plan.

## **6 Your rights and obligations**

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- 6.1 Your rights as a Consumer are set out in the Charter of Aged Care Rights (Annexure D). We ask that you or your Authorised Person sign the Charter (Annexure D) when you sign this Agreement.
- 6.2 You agree (to the extent within your control) that you will comply with your obligations under this Agreement, including those set out in the Rules and Regulations (Annexure E).
- 6.3 You understand and acknowledge that your care needs may increase beyond our capacity to meet them. If this occurs and we are unable to provide the care to meet your needs this may be grounds for us to ask you to use another service provider under clause 19.1 or alternatively we may assist you in making an application for residential based care.
- 6.4 We will provide to you within seven days of receiving your written request:
- (a) a statement of the financial position of our Home Care service; and
  - (b) a copy of the most recent version of our audited accounts.
- 6.5 Your rights and obligations under this Agreement cannot be transferred or assigned to another person. We may transfer or assign our rights and obligations under this Agreement to a purchaser or transferee at any time provided we comply with any obligations under the Act or law, including any obligations to provide you with sufficient notice.

## **7 Fees and charges**

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### **7.1 Overview**

- (a) The funds available in your Home Care Package will be comprised of:
- (i) any Fees and Charges you are required to pay to us, which will depend on your circumstances; and
  - (ii) any home care subsidy the Government pays to us on your behalf.
- (b) We will work with you and/or your Authorised Person to develop an individualised budget for you taking into account:
- (i) the funds available in your Home Care Package;
  - (ii) how the Home Care services will be delivered;
  - (iii) the cost of the Home Care services;
  - (iv) the costs involved in managing and administering your package;
  - (v) any Additional Services we may offer, and you may request which are payable on a fee-for-service basis.

- (c) You will also receive a monthly financial information statement which will show the amount of funds that have been expended in the month as well as the balance of remaining available funds, including any Unspent Home Care Amount we have received for you from another approved provider.

## 7.2 Fees and Charges you may be required to pay to us

- (a) Depending on your circumstances and the services you ask us to provide, you may be required to pay the following Fees and Charges (as detailed in the Important Information Schedule) to us:
  - (i) a Basic Daily Care Fee determined by the Government (this is an amount you pay as your contribution to your daily care costs); and
  - (ii) an Interim Care Fee (this is an amount that you may be asked to pay until such time as your Income Tested Care Fee is determined by Centrelink or DVA);
  - (iii) an Income Tested Care Fee as determined by Centrelink or DVA (this is the amount you may be asked to contribute to your costs of care);
  - (iv) fees for any Additional Services you request.
- (b) You agree to pay the Basic Daily Care Fee and the Income Tested Care Fee (if any) as determined by Centrelink or DVA from the Commencement Date. If Centrelink or DVA have not advised whether you might be required to pay an Income Tested Care Fee at the Commencement Date, we may ask you to pay an Interim Care Fee. The Interim Care Fee will be adjusted in accordance with clause 7.3(d).
- (c) You agree to pay all recurrent Fees and Charges by Direct Debit in advance in the frequency as set out in the Direct Debit Form and by the due date nominated by us (or in another manner as otherwise directed by us from time to time). You must provide a duly executed Direct Debit Form before you enter the Service. The Direct Debit Form is contained in Annexure I. If the Direct Debit Form is executed by your Authorised Person, we will require evidence that the person is authorised to execute the Direct Debit Form on your behalf. We will provide you or your Authorised Person with an invoice prior to debiting your account.
- (d) If you do not wish to disclose your financial information to us or the Department, you may be required to pay the maximum Fees and Charges we can charge you under the Act.

## 7.3 Changes to Fees and Charges

- (a) You acknowledge that you may be required to pay a Basic Daily Care Fee, an Interim Care Fee and an Income Tested Care Fee at the Commencement Date, which are determined by an assessment of your income by Centrelink or DVA (as applicable) and which are collectively known as the Fees and Charges.

Fees and Charges for the Home Care Services and any Additional Services will be increased annually on 31<sup>st</sup> of July each year to account for inflation and increasing wage costs. , We will notify you of the adjusted price in writing

- (b) In addition to the annual increase in accordance with clause 7.3 (b), Fees and Charges for the Home Care Services may also be changed:
  - (i) from time-to-time in accordance with the Act and/or as advised by the Department; or
  - (ii) at any time as mutually agreed between the parties.

- (c) If you terminate this Agreement and have overpaid us any fees and charges, we will refund to you any amount you have overpaid us within 1 month after the date we stop providing services to you.
- (d) If after the Commencement Date it is determined that the Interim Care Fee was different to the Income Tested Care Fee determined by Centrelink or DVA or that the Basic Daily Care Fee or Income Tested Care Fee should be different than the fee determined by us:
  - (i) you will pay any amount you have underpaid us calculated from the Commencement Date within 1 month of your correct amount being known; or
  - (ii) if you have overpaid us, we will reduce the amount payable by you calculated from the Commencement Date in the month after Centrelink advises us of your correct Basic Daily Care Fee or Income Tested Care Fee.

#### **7.4 Pricing for Home Care Services**

- (a) General information about the pricing of our common Home Care services is set out in the Home Care Pricing Schedule (Annexure L). The services set out in Annexure L are not an exhaustive list of all services we are able to provide you.
- (b) Specific information about the pricing of your Home Care services will be set out in your individualised budget.
- (c) If we increase the pricing of our Home Care services, we will notify you in writing.
- (d) All Home Care services provided by us have a minimum service time of two hours, meaning that we will charge you a minimum of two hours for any services we may provide. This may be varied only by agreement between the parties.

#### **7.5 Pricing for Additional Services**

- (a) From time to time, we may offer, and you may request Additional Services, which are not included in your Home Care Package, for example allied health services, home maintenance, aids or equipment.
- (b) We will provide any Additional Services we agree to provide on a fee for service basis as set out in Annexure A to this Agreement or as otherwise agreed with you.
- (c) If we provide food required to make meals or source meals at your request (rather than providing assistance with preparation of meals), we will also be entitled to reimbursement for the costs of the food together with a reasonable charge for any travel and the cost of obtaining the food.

#### **7.6 Costs involved in managing your package**

- (a) We will charge from your package funds a Package Management Fee for Package Management services provided. The Package Management Fee will not exceed the maximum permitted under the legislation, as determined from time to time.
- (b) We will not charge you Package Management Fees in a calendar month where no services (other than Care Management) are delivered, except for the first month of care.
- (c) We will charge from your package funds a Care Management Fee for the Care Management services provided. The Care Management Fee will not exceed the maximum permitted under the legislation, as determined from time to time.

- (d) Where you receive services from a third-party service provider, we will notify you of the costs of these services, which may include a reasonable margin to account for our business costs, for example for setting up and maintaining the arrangement with the third-party service provider. We will always provide you an all-inclusive cost which will include the cost of the good or service and any relevant business costs, but this will not be charged as a separate charge.
- (e) The amount of Package Management Fee and Care Management Fee may vary depending on your services, needs and preferences; for example, your Home Care Package Level and the level of involvement you wish to have in planning and managing your care and services.

#### 7.7 Unspent home care amount

- (a) You may accumulate unspent funds under your Home Care Package. This occurs when the income of your Home Care Package exceeds the expenditure for your Home Care Package during a relevant payment period (e.g., a calendar month).
- (b) Your Unspent Home Care Amount for a calendar month is the sum of the following amounts:
  - (i) the Commonwealth Portion for the month; and
  - (ii) the Consumer Portion for the month.
- (c) Any Unspent Home Care Amount that is accumulated will comprise a Commonwealth Portion (based on subsidy contributed to your package by the Commonwealth) and a Consumer Portion (based on Fees and Charges you have paid).
- (d) We will identify any Unspent Home Care Amount in your personalised budget and in the monthly financial information statement provided to you.
- (e) If we cease providing Home Care to you:
  - (i) we will give you a notice:
    - (A) setting out:
      - (I) the Cessation Day;
      - (II) the Unspent Home Care Amount (which may be nil);
      - (III) the amount of the Commonwealth Portion and Consumer Portion (if any);
      - (IV) if any Unpaid Home Care Fees have been deducted from the Unspent Home Care Amount in accordance with clause 7.7(f) – the amount of Unpaid Home Care Fees that were deducted;
    - (B) explaining how the unspent home care amounts will be paid, including the process and timeframes involved.
  - (ii) because you pass away, we will pay any Consumer Portion (less any Unpaid Home Care Fees) to your estate within 14 days after we are shown probate of your will or letters of administration of your estate;
  - (iii) because you are changing approved providers, we will issue any Consumer Portion to your new provider within 70 days after the Cessation Day, provided we are notified within 56 days after the Cessation Day that you have entered into a home care agreement with a new approved provider;

- (iv) for any reason other than those described in paragraphs 7.7(e)(ii) or (iii) above, we will pay any Consumer Portion (less any Unpaid Home Care Fees) to you within 70 days after the Cessation Day;
- (v) we will account to the Commonwealth for the Commonwealth Portion in accordance with the requirements of the User Rights Principles.
- (f) We may deduct from the Consumer Portion of the Unspent Home Care Amount any Unpaid Home Care Fees due and payable to us.
- (g) We will give you, or your Authorised Person if you have died, the notice referred to in clause 7.7(e) within 56 days after the Cessation Day.

## 7.8 Financial hardship

- (a) If you are financially disadvantaged, you may apply to the Department for Financial Hardship assistance and if successful you may not be required to pay some or all of your Fees and Charges.
- (b) If you apply for Financial Hardship and the Department for Financial Hardship refuses to make a determination in your favour or if your Financial Hardship determination is revoked, we will discuss this with you and consider your ability to pay the Fees and Charges.

## 8 Individualised budget and monthly financial information statement

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8.1 We will provide you a written individualised budget. Your individualised budget will:

- (a) be prepared in partnership with you having regard to your goals and assessed needs, preferences, the resources available and the services you have selected;
- (b) set out:
  - (i) an itemised budget for the services to be provided as set out in your Care Plan;
  - (ii) the amount of home care subsidy payable to us for you in respect of a calendar month;
  - (iii) the maximum amount of Fees and Charges payable by you in respect of a calendar month;
  - (iv) be given to you as soon as practicable after we have the necessary information to complete it;
- (c) be reviewed and, if necessary, revised if:
  - (i) a change to your services is proposed;
  - (ii) the Fees and Charges change; or
  - (iii) if you request us to do so, within 14 days of receiving your request.

8.2 For each calendar month we provide you with Services will provide you with a written financial information statement to inform you of:

- (a) transactions during the month relating to you; and
- (b) any unpaid home care fees relating to previous months.

8.3 The financial information statement will specify:

- (a) the amount of any Government subsidy and/or supplement paid or payable to us for you in respect of the month;
- (b) the total amount of Fees and Charges paid or payable by you in respect of the month;
- (c) an itemised list of:
  - (i) the care and services provided to you during the month; and
  - (ii) any travel or Package Management for which you have been charged during the month;
- (d) for each item of care and services, and any travel and Package Management, the price that you have been charged in the month;
- (e) the total of the prices of all items you have been charged for in the month;
- (f) your home care account balance:
  - (i) immediately after the end of the previous month; and
  - (ii) immediately after the current month;
- (g) your Unspent Home Care Amount (if any) in respect of:
  - (i) the previous month; and
  - (ii) the current month;
- (h) the Commonwealth Portion of your Unspent Home Care Amount (if any) in respect of:
  - (i) the previous month; and
  - (ii) the current month;
- (i) the Consumer Portion of the Unspent Home Care Amount (if any) in respect of:
  - (i) the previous month; and
  - (ii) the current month;
- (j) if during the month we received an amount of the Consumer Portion of your Unspent Home Care Amount from another provider – the amount that was received.

## **9 Default interest**

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- 9.1 If any amount payable by you to us under this Agreement is not paid on the date upon which it is due, we will be entitled to charge default interest on the outstanding amount at the Default Interest Rate effective from the due date for payment.

## **10 If you want to end this Agreement**

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- 10.1 You may withdraw from this Agreement for any reason by providing us with 14 days' written notice of your intention to terminate this Agreement. This Agreement will terminate 14 days' from the date of your notice, unless you specify a later date for termination.
- 10.2 Our rights to terminate are set out at clause 19.1.

## **11 Reduction and suspension of Services**

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11.1 If you wish to reduce or suspend your Services temporarily, you must give us no less than 24 hours' notice (except in the event of an emergency). We will consult with you about the reduction or suspension of your Services and what it means for your Fees and Charges.

### **11.2 Temporary suspension of Services**

If you temporarily suspend all of your Services:

- (a) you will continue to pay your Income Tested Care Fee in full for:
  - (i) up to 28 days in a row for each hospital stay;
  - (ii) up to 28 days in a row for each period of transition care;
  - (iii) up to 28 days in a financial year for any residential respite leave;
  - (iv) up to 28 days in a financial year for any social leave;after which a lower amount may be payable;
- (b) the amount of subsidy and supplements received from the Government may be reduced depending on the length of the suspension;
- (c) we will continue to record any subsidy, supplements and Fees in your monthly statement;
- (d) we will not provide any Services to you;
- (e) we will not charge you for any Services, including any Care Management Fee or Package Management Fee, however you will continue to pay your Basic Daily Care Fee if you are on hospital leave or social leave;
- (f) you must give us no less than seven days' notice of when you wish the suspended Services to recommence.

### **11.3 Temporary reduction of Services**

If you temporarily reduce your Services:

- (a) this will not be considered a suspension of Services;
- (b) you will be charged for any Services you continue to receive;
- (c) you will continue to pay your Basic Daily Care Fee and any Income Tested Care Fee in full;
- (d) you will continue to pay any Fees and Charges applicable to any Additional Services you receive;
- (e) we will continue to charge you a Package Management Fee and a Care Management Fee as these services will be ongoing.

### **11.4 Calendar month where no Services provided apart from Care Management**

- (a) If there is a calendar month (other than the first month) where no Services are delivered apart from Care Management, we will charge a Care Management Fee, but we will not charge a Package Management Fee.

- (b) This is different to where you have suspended your Services under clause 11.2, in which case we will not provide any Services or charge any Fees, including Care Management Fee or Package Management Fee.

## **12 Change to package level**

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If during the course of the Agreement:

- (a) your care needs change;
- (b) you are assessed by an Aged Care Assessment Team (**ACAT**) as being eligible for a level of Home Care Package other than the level set out in the Important Information Schedule:
  - (i) the Department has determined that you are a prioritised Consumer for a level of Home Care Package other than the level set out in the Important Information Schedule; and
  - (ii) we have agreed to provide services to you for a level of Home Care Package other than the level set out in the Important Information Schedule,

this agreement can be varied under subclause 24.5 to the extent necessary to effect the change to the new Home Care Package level.

## **13 Equipment**

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- 13.1 As part of your Care Plan, it may be necessary for us to provide certain Equipment to you, which we may do by way of hire or lease arrangements. Alternatively, we may purchase the Equipment on your behalf.
- 13.2 We reserve the right to arrange for an annual service of any equipment that is hired, leased or purchased as a part of your Home Care Package. You agree to pay the servicing costs as a part of your Home Care Package.
- 13.3 If we purchase the Equipment on your behalf, you may be required to pay a non-refundable contribution for the difference between any funding provided by the Department for your Home Care Package and the full cost of the Equipment purchased.
- 13.4 When you cease your Home Care Package:
  - (a) we will retain ownership of any Equipment you have hired or leased from us; and
  - (b) you will retain ownership of any Equipment you have purchased.
- 13.5 You agree that you will be responsible for any loss, damage, costs of repairs and/or replacement of Equipment we provide under this Agreement where that Equipment is damaged by:
  - (a) any person, other than a Staff Member in the course of carrying out the services to you; or
  - (b) any other cause whatsoever (other than by a Staff Member).
- 13.6 You agree to indemnify us against any claim arising as a result of injury to any person (other than a Staff Member) caused by the misuse or negligent use of the Equipment whilst the Equipment is in your residence or on the land upon which it is situated.
- 13.7 In this clause, claim includes any claim, action, proceeding, demand, liability, obligation, cost, loss, damages or expense.



## **14 Workplace health and safety**

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- 14.1 You understand that your residence and the land upon which it is situated will be a workplace for Staff Members and is subject to relevant workplace health and safety laws.
- 14.2 You agree to be responsible:
- (a) for ensuring that we are made aware in advance of any risks associated with Staff Members being at your residence; and
  - (b) for taking all steps to ensure that any risks are rectified and addressed at your own cost.
- 14.3 You agree to allow us, upon giving reasonable notice, to conduct an inspection of your residence and land to assess the risks of providing services.
- 14.4 We may at any time suspend the provision of our services to you while a risk referred to under this clause remains unrectified and will recommence the services once the risk has been addressed to our reasonable satisfaction.
- 14.5 While we acknowledge and respect your autonomy, you acknowledge that there may be occasions where we or a Staff Member consider it necessary to enter your residence and land or take other action for your well-being and safety (such as contacting the police, an ambulance or your Authorised Person), without your express consent or the consent of your Authorised Person. You hereby provide your consent for us or our Staff Members to take such action in circumstances where we reasonably believe that an emergency exists.

## **15 Special conditions**

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- 15.1 The special conditions (if any) that apply to this Agreement are set out in Annexure B to this Agreement.
- 15.2 To the extent that any of the special conditions conflict with any other provision of this Agreement the special conditions prevail, but to the extent that any special condition conflicts with the Act, then the Act will prevail.

## **PART THREE – OUR TERMS**

### **16 Our promises**

---

- 16.1 We confirm that we:
- (a) are an Approved Provider pursuant to the Act;
  - (b) will provide you with the services required by law and as set out in the Standards, your Care Plan (as varied from time to time) and this Agreement;
  - (c) will provide any Additional Services requested by you on the terms and conditions agreed and set out in Annexure A to this Agreement; and
  - (d) will provide any particular care and services agreed as part of the Special Conditions as set out in Annexure B to this Agreement.

### **17 Indemnity**

---

- 17.1 You indemnify us, our employees and agents from and against any Loss, including in relation to any personal injury or property damage suffered by any person, arising from:

- (a) any breach of your obligations under this Agreement for a reason within your control;
- (b) any unlawful or negligent act or omission by You, your Authorised Person or any of your visitors.

17.2 The indemnity provided under clause 17.1 will be reduced proportionately to the extent that the loss or damage was contributed to by any unlawful or negligent act or omission by us, our employees or agents.

17.3 This clause will survive expiration or termination of this Agreement.

## **18 Providing information to other Approved Providers**

---

18.1 If you are to move to our service, we will make arrangements to obtain personal information about you from your previous care provider.

18.2 If you are to move from our service, we will make arrangements to transfer your personal information to your new care provider. We will be limited by the Act as to information we can provide a new care provider.

18.3 Under this Agreement you authorise us to provide or obtain the personal information as referred to in this clause.

## **19 Termination by us**

---

19.1 In certain circumstances, we may terminate this Agreement by providing 14 days written notice to you only if:

- (a) you cannot be cared for in the community with the resources available to us;
- (b) you advise us in writing that you wish to move to a location where we do not provide Home Care services;
- (c) you advise us that you no longer wish to receive Home Care services from us, or you want to move to an alternative service;
- (d) your condition changes to the extent that you no longer need Home Care services or your needs can be met more appropriately by other types of services or care;
- (e) you or your Authorised Person have not:
  - (i) paid, for a reason within your control, any home care fee specified in this Agreement;
  - (ii) negotiated an alternative arrangement with us for payment of the home care fee;
- (f) you have:
  - (i) intentionally caused serious injury to a Staff Member; or
  - (ii) intentionally infringed the right of a Staff Member to work in a safe environment;
- (g) you commit a Material Breach of this Agreement.

19.2 If, acting reasonably, we consider you have breached a Material Term of this Agreement, then we may give you written notice:

- (a) if the default is capable of being remedied by you, advising you that you must remedy the default within 14 days; or

(b) if the default is not capable of being remedied by you, terminating this Agreement in accordance with this clause.

19.3 Obligations owed by you in relation to Fees and Charges payable under this Agreement will survive termination of this Agreement.

19.4 Any termination of this Agreement by us will be undertaken in accordance with the Act and law.

19.5 In the event that any of the above situations occur, we will ensure every effort is made to transfer you to a more appropriate service or program. We will ensure your current services remain in place until an appropriate service or program is sourced. We will work with you and the new service provider to ensure your transition is smooth with minimal disruption to your care needs.

## **20 Assistance to move to residential care**

---

20.1 In circumstances where we assess that your care needs are unable to be met through our service under this Agreement, we may assist in making an application for your residential based care or other appropriate care. You agree to assist us with such application and to transition to residential based or other appropriate care subject to your rights at law and under the Act.

20.2 If your needs are assessed as requiring transition to residential based or other appropriate care, you acknowledge that we do not guarantee you a position in any of our facilities or services, and we cannot provide you with priority or any preferential treatment if you wish to access our facilities or other services.

## **PART FOUR – ADMINISTRATION**

### **21 Notices**

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21.1 Any notice or other written communication required under this Agreement may be given to you or your Authorised Person.

### **22 Costs**

---

22.1 You and we will each pay our own costs of and incidental to this Agreement.

### **23 Power of attorney**

---

23.1 Where this Agreement is executed by a person as attorney or agent for you, that person warrants to us that he or she or they have authority to so sign and will deliver to us at the time you deliver the signed Agreement, a copy of the power of attorney or appointment of agent evidencing this authority.

### **24 Variation**

---

24.1 This Agreement may be varied by mutual consent following adequate consultation between you and us but must not be varied in a way that is inconsistent with the Act or law.

24.2 Any variation must be in writing and signed by both parties to this Agreement.

24.3 The Agreement may be varied if it is necessary to implement changes to the GST Act.

24.4 Any variations to this Agreement will not be inconsistent with the GST Act or the Act.

24.5 The Agreement may be varied by the parties, as agreed in writing, to the extent necessary to effect a change of the Home Care Package Level in accordance with clause 12.

## **25 Complaints and resolving disputes**

---

- 25.1 You are entitled to make any genuine complaints about the provision of Home Care services without fear of reprisal.
- 25.2 If you are dissatisfied about anything that occurs with the Home Care services, you need to tell us so that we can address the issue. We will use all reasonable efforts to resolve any dispute or area of dissatisfaction between you and us by negotiation and in accordance with our internal dispute resolution processes.
- 25.3 We will convene a meeting between a representative of us and you or your Authorised Person to hear the complaint.
- 25.4 If we cannot satisfactorily resolve any dispute, you may use the processes as set out in Annexure F to this Agreement.

## **26 GST**

---

- 26.1 If any supply made by us under this Agreement or any variation to it is a taxable supply for the purposes of the GST Act, then in addition to any amount of Fees and Charges expressed as payable to us elsewhere in this Agreement, we shall be entitled to recover from you an additional amount on account of GST, an amount of our GST liability in respect of each supply which will be recoverable at the same time as the amount or Fees and Charges is payable for any supply.

## **27 Guarantee and indemnity**

---

- 27.1 In this clause:
- (a) where a Guarantor comprises two or more persons, this Guarantee binds those persons jointly and severally; and
  - (b) a Guarantor in this Guarantee includes that person's executors and administrators, successors and permitted assigns.
- 27.2 In consideration of us making available our care and services to you:
- (a) the Guarantor unconditionally and irrevocably guarantees to us your punctual payment of the Fees and Charges; and
  - (b) the Guarantor agrees that if you do not pay the Fees and Charges on or before the time when they are due for payment, the Guarantor will immediately pay the Fees and Charges to us, whether or not demand has been made by us to you.
  - (c) the Guarantor unconditionally and irrevocably indemnifies us against all loss we suffer as a result of the Fees or Charges (or any part thereof) not being recoverable from, or any liability to pay the Fees and Charges not being enforceable against you.
- 27.3 We may assign the rights under this Guarantee by giving the Guarantor 14 days' written notice.
- 27.4 This Guarantee will:
- (a) be a continuing guarantee and indemnity and will not be considered partially or wholly discharged by the payment at any time of part of the Fees and Charges until all your obligations are paid in full; and
  - (b) not be affected by:

- (i) the granting to you or another person, any time to pay or other consideration;
- (ii) any variation of any document between you and us; or
- (iii) us postponing for any time or from time to time the exercise of any of our powers or rights against you or the Guarantor,

and nothing will be construed as a waiver or compromise of our rights to recover your full liability as against the Guarantor under this Guarantee.

## **28 Privacy**

---

- 28.1 We are committed to the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). We may collect, use and disclose various personal information about you for the purposes of providing services to you, facilitating our internal business operations, including the fulfilment of any legal and regulatory requirements and providing you with information about us and the services that we offer. We may disclose personal information about you to your nominated next of kin in an emergency, our related entities and affiliated organisations and service providers, who assist us in operating our business. Also, if we provide you with in-home care, we may leave your record of treatment which includes personal information, at your home. You acknowledge that you will keep the record safe and secure and that you will inform us if any event or threatened event jeopardises the safety and security of this record.
- 28.2 We will at all times take reasonable steps to ensure the confidentiality and privacy of personal information provided to us by you, your Authorised Person and relatives is managed and used according to law and this Agreement. For more information, please see our Privacy Policy.

**Executed** as an agreement

**APPROVED PROVIDER**

SIGNED for and on behalf of Alzheimer’s Association of Queensland Inc. ABN 74 688 640 790 by its Authorised Person )  
)

in the presence of: ) (Approved Provider signature)

(name of witness) )

(address of witness) )

) (signature of witness)

)

**CONSUMER**

SIGNED by in the presence of: )

) (Consumer signature)

(name of witness) )

(address of witness) )

) (signature of witness)

**CONSUMER'S AUTHORISED PERSON**

SIGNED by )

For and on behalf of ) (Authorised Person signature)

presence of: in the )

(name of witness) ) (signature of witness)

(address of witness) )

**GUARANTOR(S)**

SIGNED by )  
 ) (Guarantor signature)  
in the presence of: )  
 )  
 )  
(name of witness) ) (signature of witness)  
(address of witness)

**Annexure A**  
**Additional Services**



## Annexure B

### Special Conditions

#### 1 Centre-based respite

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- 1.1 From time to time as part of your Home Care services, we may offer, and you may ask us to provide, respite or social support services through our centre-based respite services.
- 1.2 Some of our centre-based respite centres contain areas that have 'secure environments'. This means the area has entry and exit doors that are locked with electronic keypads. The purpose of having a secure environment is to reduce the risk of harm to people living with dementia, who may be at risk of wandering.
- 1.3 If you access services through one of our centre-based respite centres, you:
- 1.4 Acknowledge that you may be in a secure environment where your movement is restricted;
- 1.5 Acknowledge that having your movement restricted may cause distress, although we will monitor you for any signs of distress when you are in a secure environment;
- 1.6 Consent to your movement being restricted whilst in a secure environment.

#### 2 Valuables

---

- 2.1 We recommend that you do not bring valuables (for example, money, jewellery and watches) to our Multi-Service Centres.
- 2.2 If you choose to, AQ are not liable and do not take any responsibility in the event the money or belongings is misplaced.

## Annexure C

### Understanding and definitions

**Act** means the *Aged Care Act 1997* (Cth) and the Aged Care Principles;

**Additional Services** means the additional services and provision of Equipment, aids or medication not included under your Care Plan or by the Standards as set out in Annexure A to this Agreement;

**Agreement** means this agreement and includes the annexures to this Agreement;

**Approved Provider** means an entity that has been approved under the Act to provide Home Care and for the purposes of this Agreement, the party named in the Important Information Schedule;

**Authorised Person** means a person authorised to act on the Consumer's behalf. This person must be:

- (a) a person who holds an enduring power of attorney given by the Consumer; or
- (b) any person otherwise duly appointed according to law with the authority and capacity to bind the Consumer;

**Basic Daily Care Fee** means the amount payable by you as your contribution to your daily care costs, as set out in the Important Information Schedule, if any;

**Care Management** means ongoing assessment and planning to ensure that the Consumer receives the care and services they need:

- (a) that is undertaken on at least a monthly basis; and
- (b) that includes the following:
  - (i) regularly assessing the Consumer's needs, goals and preferences;
  - (ii) reviewing the Consumer's home care agreement and care and services plan;
  - (iii) ensuring the Consumer's care and services are aligned with other supports;
  - (iv) partnering with the Consumer and the Consumer's representatives about the Consumer's care and services;
  - (v) ensuring that the Consumer's care and services are culturally safe;
  - (vi) identifying and addressing risks to the Consumer's safety, health and wellbeing,

and any other services permitted to be included in Care Management from time to time.

**Care Management Fee** means the fee we will charge for Care Management, the amount of which will be specified in your Budget.

**Care Plan** means the care plan set out at Annexure H to this Agreement which is for care needs you have been assessed as requiring at the time you entered into this Agreement and includes any variations to the care plan which may occur from time to time;

**Cessation Day** means the date that we cease providing Home Care to you which will be agreed between you and us in consideration of the terms of this Agreement and the Act;

**Charter of Aged Care Rights** means the rights and responsibilities set out in the *User Rights Principles 2014* (Cth) as amended under the Act from time-to-time and set out in Annexure D to this Agreement;

**Code of Conduct** means the Code of Conduct that applies to approved providers of aged care and their care workers and governing persons, as set out in Schedule 1 of the *Aged Care Quality and Safety Commission Rules 2018*, a copy of which is included in Annexure K.

**Commencement Date** means the date that you are first entitled to receive Home Care services;

**Commonwealth Portion** means the Commonwealth portion of the Unspent Home Care Amount calculated in accordance with the User Rights Principles on the Cessation Day;

**Consumer** means you, the person to whom the Approved Provider is providing Home Care services;

**Consumer Portion** means the care recipient portion of the Unspent Home Care Amount calculated in accordance with the User Rights Principles on the Cessation Day;

**CPI** means the Consumer Price Index (All Groups, in the State or Territory in which the Support Services are provided);

**Default Interest Rate** means the interest rate detailed in the Important Information Schedule;

**Department** means the Commonwealth Department of Health;

**Direct Debit Form** means the Direct Debit Form contained in Annexure I, or such other form as we may use from time to time, to this Agreement;

**Dispute Resolution** means the method for resolving disputes between you and us pursuant to clause 25 and Annexure F to this Agreement;

**DVA** means Department of Veterans' Affairs.

**Equipment** means any equipment detailed in Annexure A to this Agreement, and included in your Care Plan or added by virtue of a review of your Care Plan;

**Fees and Charges** means all the fees, charges or disbursements of any kind that we are entitled to charge you or recover from you under this Agreement or under the Act;

**Financial Hardship** means financial hardship as determined under the provisions of the Act;

**GST** means a tax, imposed or duty on goods, services or other things introduced by Commonwealth, State or Territory;

**GST Act** means *A New Tax System (Goods & Services Tax) Act 1999* (Cth) as amended;

**Guarantee** means the Guarantee forming part of this Agreement in clause 27;

**Guarantor** means the person or persons named in the Important Information Schedule;

**Home Care** means care consisting of a package of personal care services and other assistance provided to a Consumer on a Consumer Directed Care basis who is not being provided with residential care and as set out in the Act;

**Home Care Package** means a Level 1 Package, Level 2 Package, Level 3 Package or Level 4 Package as the context permits;

**Interim Care Fee** means the interim care fee payable by you as set out in the Important Information Schedule, if any;

**Important Information Schedule** means the important information schedule set out in the beginning of this Agreement;

**In-Patient Hospital Episode** means a continuous period during which you are an in-patient of a hospital and are provided with acute care and any necessary subacute care (if any) or subacute care;

**Level 1 Package** means a kind of care package to support a Consumer with basic care needs and for which care subsidy and supplements may be payable by the Department as specified in the *Aged Care (Subsidy, Fees and Payments) Determination 2014*;

**Level 2 Package** means a kind of care package to support a Consumer with low level care needs and for which care subsidy and supplements may be payable by the Department as specified in the *Aged Care (Subsidy, Fees and Payments) Determination 2014*;

**Level 3 Package** means a kind of care package to support a Consumer with intermediate care needs and for which care subsidy and supplements may be payable by the Department as specified in the *Aged Care (Subsidy, Fees and Payments) Determination 2014*;

**Level 4 Package** means a kind of care package to support a Consumer with high level care needs and for which care subsidy and supplements may be payable by the Department as specified in the *Aged Care (Subsidy, Fees and Payments) Determination 2014*;

**Loss** means all loss, liability, damage, claims, injury (including disease or illness), death, property damage, expense (including legal expenses) or cost;

**Material Breach** means a persistent and serious breach of a Material Term of this Agreement and any other fundamental breach that goes to the very essence of this Agreement and which the Consumer has failed to remedy despite having been given reasonable opportunity by the Approved provider to do so;

**Material Term** Material terms of this Agreement include:

- (a) clauses 3.4 and 7 regarding payment of Fees and Charges;
- (b) clause 6.1 regarding behaviour; and
- (c) clause 13.7 regarding health and safety;

**New Price** has the meaning as set out in clause 0.

#### **Package Management**

- (a) means the activities that we are required to undertake, by or under the Act:
  - (i) in managing the provision of a package of care and services to a care recipient to whom we provide, or are to provide, home care; and
  - (ii) in managing the quality of the care and services including in the package; and
- (b) does not include Care Management.

Note: Package Management includes, for example: activities to comply with our accountability responsibilities, activities required to comply with the Quality Standards, making claims for subsidy, preparing budgets and preparing financial information statements, and any other services permitted to be included in package management from time to time.

**Package Management Fee** means a fee we may charge for Package Management, which will be specified in your Budget.

**Quality of Care Principles** means the principles made pursuant to the Act with regard to the quality of the care required to be provided;

**Specified Care and Services** means the specified care and services available at any level of Home Care Package as amended by the Department from time to time. A copy of the Specified Care and Services, current at the date of this Agreement, is attached as Annexure H to this Agreement;

**Staff Member** means an individual who is employed, hired, retained or contracted by us (whether directly or through an employment or recruiting agency) to provide care or other services;

**Standards** means the Aged Care Quality Standards in the *Quality of Care Principles 2014* (Cth);

**Transition Care** means a form of flexible care provided to you:

- (a) at the conclusion of an In-Patient Hospital Episode;
- (b) in the form of a package of services, that includes at least low intensity therapy and either nursing support or personal care;
- (c) which can be characterised as goal orientated, time limited, therapy focused, targeted towards older person and necessary;

**Unpaid Home Care Fees** means any unpaid Fees and Charges owing to us under this Agreement when we cease providing Home Care to you;

**Unspent Home Care Amount** means the amount worked out which is calculated in accordance with the User Rights Principles on the Cessation Day;

**User Rights Principles** means the *User Rights Principles 2014* (Cth), as may be varied from time-to-time;

**We, us, our** means the Approved Provider set out in the Important Information Schedule and its successors and assigns;

**WPI** means the Wage Price Index for Australia as published by the Australian Bureau of Statistics.

**You, your** means the Consumer set out in the Important Information Schedule and where applicable, includes your Authorised Person.

### **Interpretation**

In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement and do not form part of the clause;
- (b) the singular includes the plural and vice versa and words importing a gender includes other genders;
- (c) words used in this Agreement and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of, schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures attached to this Agreement;
- (e) a reference to '\$', '\$A', 'dollar' or 'A\$' is a reference to Australian currency;

- (f) a reference to a specific time for the performance of an obligation is a reference to that time in the state, territory or other place where that obligation is to be performed;
- (g) a reference to a right includes a benefit, remedy, authority, discretion and power;
- (h) a reference to a party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors administrators and assigns;
- (i) words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies;
- (j) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable, and includes a reference to an enactment, amendment or consolidated statute and any enactment substituted for the enactment and all legislation and statutory instruments issued under, such legislation or provision;
- (k) words and expressions defined in the *Corporations Act 2001* (Cth) as at the date of this Agreement have the meanings given to them in the *Corporations Act 2001* (Cth) at that date;
- (l) words and expressions defined in the Act, if not already defined in this Agreement, have the meanings given to them in the Act;
- (m) any provision in this Agreement stating that a party 'must' do something or 'must not' do something should be read and construed as an agreement by that party to do or not to do the matter or thing referred to. For the purposes of this clause, 'must' includes but is not limited, will, shall and agree;
- (n) each clause in this Agreement is not, except where expressly provided, limited in meaning or effect by any other clause in this Agreement;
- (o) any agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty entered into by a party for or with another person binds them jointly and severally and an agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty in favour of a party for or with another person is for the benefit of them jointly and severally. A release given to the other person shall not release the party from any other obligation. The granting of time or another indulgence to another person will not release the party of its obligations under this Agreement;
- (p) if the day on which:
  - (i) anything, other than a payment, is to be done is not a business day, that thing shall be done on the preceding business day;
  - (ii) a payment is to be made is not a business day it shall be made on the next business day but if the next business day falls in the next calendar month it shall be made on the preceding business day; and
  - (iii) if an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5pm on that day, it will be deemed to have been done on the following day;
- (q) time is of the essence in the performance of this Agreement.

**Annexure D**  
**Charter of Aged Care Rights**



**Australian Government**  
**Department of Health**



**Australian Government**  
**Aged Care Quality and Safety Commission**

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## 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

# Charter of Aged Care Rights

## Consumers

Consumers have the option of signing the Charter of Aged Care Rights (the Charter). Consumers can receive care and services even if they choose not to sign.

If a consumer decides to sign the Charter, they are acknowledging that their provider has given them a copy of the Charter, and assisted them to understand:

- information about consumer rights in relation to the aged care service; and
- information about consumer rights under the Charter.

## Providers

Under the aged care law, providers are required to assist consumers to understand their rights and give each consumer a reasonable opportunity to sign the Charter. Providers must give consumers a copy of the Charter that sets out:

- signature of provider's staff member;
- the date on which the provider gave the consumer a copy of the Charter; and
- the date on which the provider gave the consumer (or their authorised person) the opportunity to sign the Charter;
- the consumer (or authorised person)'s signature (if they choose to sign); and
- the full name of the consumer (and authorised person, if applicable).

The provider will need to retain a copy of the signed Charter for their records.



## Annexure E

### Rules and Regulations

#### **3 Overview**

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We have set out the below Rules and Regulations that outline your obligations (to the extent that they are within your control) and are designed to ensure a smooth provision of home care services to you.

#### **4 Conduct and behaviour**

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- (a) You will respect Staff Members' human, legal and industrial rights, including the right to work in a safe environment.
- (b) You will treat Staff Members without exploitation, abuse, discrimination or harassment.

#### **5 Care and services**

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- (a) You agree to abide by the terms of this Agreement.
- (b) You acknowledge that your needs may change, and you will negotiate modifications of care and service when your needs do change.
- (c) You will accept responsibility for your own actions and choices even though some actions and choices may involve an element of risk.

#### **6 Communication**

---

- (a) You will give enough information to assist us to develop, deliver and review a care plan.
- (b) You will tell us and our Staff Members about any problems with the care and services.
- (c) Before you change approved providers, you will tell us and our Staff Members of the day that you intend to cease to receive home care services from the approved provider.

#### **7 Access**

---

- (a) You will allow safe and reasonable access for Staff Members at the times specified in your care plan or otherwise by agreement.
- (b) You will provide reasonable notice if you do not require home care to be provided on a particular day.

#### **8 Fees**

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You or your Authorised Person have the responsibility to pay any fees as specified in the agreement or to negotiate an alternative arrangement with us if any changes occur in your financial circumstances.

**9 Health & Wellbeing**

---

- (a) You will care for your own health and well-being, as far as you are capable.
- (b) You will inform your medical practitioner, as far as you are able, about your relevant medical history and current state of health.
- (c) You will share with us all relevant information about your medical history and current state of health.

## Annexure F

### Complaints and Dispute Resolution

If you feel you have cause for complaint you should first raise it with the Service's management. If there is a dispute which cannot be resolved locally or regionally, the dispute may be referred by the Consumer or management to:

Alzheimer's Association of Queensland Inc. T/A Dementia and Aged Care Services

47 Tryon Street, Upper Mount Gravatt, QLD, 4122

Email: [qualityci@dacs.org.au](mailto:qualityci@dacs.org.au)

Complaints may also be referred to a number of external services as set out below.

#### Aged Care Quality and Safety Commission

The Aged Care Quality and Safety Commission receives complaints about aged care services under the Act. Complaints can be made:

- (a) Online: <https://www.agedcarequality.gov.au/making-complaintlodge-complaint/online-complaints-form>.
- (b) By phone on 1800 951 822.
- (c) Or if you need an interpreter, you can phone the Translating and Interpretation Service on 131 450 and ask them to put you through to the Aged Care Quality and Safety Commission on 1800 951 822.
- (d) For hearing or speech impaired TTY users phone 1800 555 677 then ask for 1800 951 822.
- (e) For speak and listen users phone 1800 555 727 then ask for 1800 951 822.
- (f) For Internet relay users connect to <https://internet-relay.nrscall.gov.au/>
- (g) In writing to:

Aged Care Quality and Safety Commission

GPO Box 9819

Brisbane Queensland

#### Aged Care Advocacy

Alternatively, you may seek assistance in resolving the dispute or complaint from an independent advocacy service such as:

- (a) Queensland – Aged and Disability Advocacy Australia – phone 1800 818 338.
- (b) New South Wales – The Aged Care Rights Service – phone 1800 424 079.
- (c) ACT – ACT Disability, Aged and Carer Advocacy Service – phone (02) 6242 5060.
- (d) Northern Territory – Aged Care Advocacy Service – phone 1800 354 550
- (e) South Australia – Aged Rights Advocacy Service Inc. – phone 1800 700 600.
- (f) Tasmania – Advocacy Tasmanian Inc. – phone 1800 005 131.
- (g) Victoria – Residential Care Rights – phone 1800 133 312.
- (h) Western Australia – AdvoCare – phone 1800 655 566

## **My Aged Care**

The My Aged Care information line and website was set up in 2013. It provides information and takes calls from people who had any queries about the aged care reforms that the Government introduced at that time. Since then, it has expanded its services to provide basic assistance with queries about all matters related to the provision of residential or home aged care services.

Phone: 1800 200 422.

In any discussions or communications of the dispute or complaint resolution process, you may be assisted and/or represented by a nominated Authorised Person or other person(s) selected by yourself.

Information and resources about dementia care and management of severe behavioural and psychological symptoms are found on <https://agedcare.health.gov.au/older-people-their-families-and-carers/dementia>.

## Annexure G

### Aged Care Quality Standards

#### Standard 1 - Consumer dignity and choice

##### Consumer outcome

1. I am treated with dignity and respect, and can maintain my identity. I can make informed choices about my care and services, and live the life I choose.

##### Organisational statement

2. The organisation
  - (a) has a culture of inclusion and respect for consumers; and
  - (b) supports consumers to exercise choice and independence; and
  - (c) respects consumers' privacy.

##### Requirements

3. The organisation demonstrates the following: each consumer is treated with dignity and respect, with their identity, culture and diversity valued;
  - (a) each consumer is treated with dignity and respect, with their identity, culture and diversity valued;
  - (b) care and services are culturally safe;
  - (c) each consumer is supported to exercise choice and independence, including to:
    - (i) make decisions about their own care and the way care and services are delivered; and
    - (ii) make decisions about when family, friends, carers or others should be involved in their care; and
    - (iii) communicate their decisions; and
    - (iv) make connections with others and maintain relationships of choice, including intimate relationships;
  - (d) each consumer is supported to take risks to enable them to live the best life they can;
  - (e) information provided to each consumer is current, accurate and timely, and communicated in a way that is clear, easy to understand and enables them to exercise choice;
  - (f) each consumer's privacy is respected and personal information is kept confidential.

#### Standard 2 - Ongoing assessment and planning with consumers

##### Customer care

1. I am a partner in ongoing assessment and planning that helps me get the care and services I need for my health and well being.

##### Organisation statement

2. The organisation undertakes initial and ongoing assessment and planning for care and services in partnership with the consumer. Assessment and planning has a focus on optimising health and well being in accordance with the consumer's needs, goals and preferences.

##### Requirements

3. The organisation demonstrates the following:
  - (a) assessment and planning, including consideration of risks to the consumer's health and well being, informs the delivery of safe and effective care and services;
  - (b) assessment and planning identifies and addresses the consumer's current needs, goals and preferences, including advance care planning and end of life planning if the consumer wishes;
  - (c) assessment and planning:
    - (i) is based on ongoing partnership with the consumer and others that the consumer wishes to involve in assessment, planning and review of the consumer's care and services; and
    - (ii) includes other organisations, and individuals and providers of other care and services, that are involved in the care of the consumer;
  - (d) the outcomes of assessment and planning are effectively communicated to the consumer and documented in a care and services plan that is readily available to the consumer, and where care and services are provided;
  - (e) care and services are reviewed regularly for effectiveness, and when circumstances change or when incidents impact on the needs, goals or preferences of the consumer.

#### Standard 3 - Personal care and clinical care

##### Consumer outcome

1. I get personal care, clinical care, or both personal care and clinical care, that is safe and right for me.

##### Organisation statement

2. The organisation delivers safe and effective personal care, clinical care, or both personal care and clinical care, in accordance with the consumer's needs, goals and preferences to optimise health and well being.

##### Requirements

3. The organisation demonstrates the following:
  - (a) each consumer gets safe and effective personal care, clinical care, or both personal care and clinical care, that:

- (i) is best practice; and
  - (ii) is tailored to their needs; and
  - (iii) optimises their health and well being;
- (b) effective management of high impact or high prevalence risks associated with the care of each consumer;
- (c) the needs, goals and preferences of consumers nearing the end of life are recognised and addressed, their comfort maximised and their dignity preserved;
- (d) deterioration or change of a consumer's mental health, cognitive or physical function, capacity or condition is recognised and responded to in a timely manner;
- (e) information about the consumer's condition, needs and preferences is documented and communicated within the organisation, and with others where responsibility for care is shared;
- (f) timely and appropriate referrals to individuals, other organisations and providers of other care and services;
- (g) minimisation of infection related risks through implementing:
- (i) standard and transmission based precautions to prevent and control infection; and
  - (ii) practices to promote appropriate antibiotic prescribing and use to support optimal care and reduce the risk of increasing resistance to antibiotics.
- (ii) have social and personal relationships; and
  - (iii) do the things of interest to them;
- (d) information about the consumer's condition, needs and preferences is communicated within the organisation, and with others where responsibility for care is shared;
- (e) timely and appropriate referrals to individuals, other organisations and providers of other care and services;
- (f) where meals are provided, they are varied and of suitable quality and quantity;
- (g) where equipment is provided, it is safe, suitable, clean and well maintained.

*Meaning of services and supports for daily living*

4. **Services and supports for daily living** include, but are not limited to, food services, domestic assistance, home maintenance, transport and recreational and social activities.

**Standard 5 - Organisation's service environment**

Consumer outcome

1. I feel I belong and I am safe and comfortable in the organisation's service environment.

Organisation statement

2. The organisation provides a safe and comfortable service environment that promotes the consumer's independence, function and enjoyment.

Requirements

3. The organisation demonstrates the following:
- (a) the service environment is welcoming and easy to understand, and optimises each consumer's sense of belonging, independence, interaction and function;
  - (b) the service environment:
    - (i) is safe, clean, well maintained and comfortable; and
    - (ii) enables consumers to move freely, both indoors and outdoors;
    - (iii) furniture, fittings and equipment are safe, clean, well maintained and suitable for the consumer.

*Meaning of service environment*

4. An organisation's **service environment** means the physical environment through which care and services are delivered, but does not include an individual's privately owned or occupied home at which in home services are provided.

**Standard 6 - Feedback and complaints**

Consumer outcome

1. I feel safe and am encouraged and supported to give feedback and make complaints. I am engaged in processes to address my feedback and complaints, and appropriate action is taken.

**Standard 4 - Services and supports for daily living**

Consumer outcome

1. I get the services and supports for daily living that are important for my health and well being and that enable me to do the things I want to do.

Organisation statement

2. The organisation provides safe and effective services and supports for daily living that optimise the consumer's independence, health, well being and quality of life.

Requirements

3. The organisation demonstrates the following:
- (a) each consumer gets safe and effective services and supports for daily living that meet the consumer's needs, goals and preferences and optimise their independence, health, well being and quality of life;
  - (b) services and supports for daily living promote each consumer's emotional, spiritual and psychological well being;
  - (c) services and supports for daily living assist each consumer to:
    - (i) participate in their community within and outside the organisation's service environment; and

#### Organisation statement

2. The organisation regularly seeks input and feedback from consumers, carers, the workforce and others and uses the input and feedback to inform continuous improvements for individual consumers and the whole organisation.

#### Requirements

3. The organisation demonstrates the following:
  - (a) consumers, their family, friends, carers and others are encouraged and supported to provide feedback and make complaints;
  - (b) consumers are made aware of and have access to advocates, language services and other methods for raising and resolving complaints;
  - (c) appropriate action is taken in response to complaints and an open disclosure process is used when things go wrong;
  - (d) feedback and complaints are reviewed and used to improve the quality of care and services.

### **Standard 7 - Human resources**

#### Consumer outcome

1. I get quality care and services when I need them from people who are knowledgeable, capable and caring.

#### Organisation statement

2. The organisation has a workforce that is sufficient, and is skilled and qualified, to provide safe, respectful and quality care and services.

#### Requirements

3. The organisation demonstrates the following:
  - (a) the workforce is planned to enable, and the number and mix of members of the workforce deployed enables, the delivery and management of safe and quality care and services;
  - (b) workforce interactions with consumers are kind, caring and respectful of each consumer's identity, culture and diversity;
  - (c) the workforce is competent and the members of the workforce have the qualifications and knowledge to effectively perform their roles;
  - (d) the workforce is recruited, trained, equipped and supported to deliver the outcomes required by these standards;
  - (e) regular assessment, monitoring and review of the performance of each member of the workforce.

### **Standard 8 - Organisational governance**

#### Consumer outcome

1. I am confident the organisation is well run. I can partner in improving the delivery of care and services.

#### Organisation statement

2. The organisation's governing body is accountable for the delivery of safe and quality care and services.

#### Requirements

3. The organisation demonstrates the following:
  - (a) consumers are engaged in the development, delivery and evaluation of care and services and are supported in that engagement;
  - (b) the organisation's governing body promotes a culture of safe, inclusive and quality care and services and is accountable for their delivery;
  - (c) effective organisation wide governance systems relating to the following:
    - (i) information management;
    - (ii) continuous improvement;
    - (iii) financial governance;
    - (iv) workforce governance, including the assignment of clear responsibilities and accountabilities;
    - (v) regulatory compliance;
    - (vi) feedback and complaints;
  - (f) effective risk management systems and practices, including but not limited to the following:
    - (i) managing high impact or high prevalence risks associated with the care of consumers;
    - (ii) identifying and responding to abuse and neglect of consumers;
    - (iii) supporting consumers to live the best life they can;
  - (g) where clinical care is provided—a clinical governance framework, including but not limited to the following:
    - (i) antimicrobial stewardship;
    - (ii) minimising the use of restraint;
    - (iii) open disclosure.

**Annexure H**

**Specified Care and Services and Care Plan**

This Annexure contains :

- 1 the care and services that an approved provider of home care may provide;
- 2 the support services that an approved provider of home care must provide;
- 3 the items that must not be included in a home care package; and
- 4 your Care Plan.

**Specified Care and Services**

**Part 1 Care and services that may be provided**

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

<b>Care and services that may be provided</b>		
<b>Item</b>	<b>Column 1 Service</b>	<b>Column 2 Content</b>
5	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) transfers (including in and out of bed).</li> </ul>
6	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.
7	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>



**Care and services that may be provided**

<b>Item</b>	<b>Column 1 Service</b>	<b>Column 2 Content</b>
8	Management of skin integrity	Includes providing bandages, dressings, and skin emollients.
9	Continence management	Includes:  (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  (b) assistance in using continence aids and appliances and managing continence.
10	Mobility and dexterity	Includes:  (a) providing crutches, quadruped walkers, walking frames, walking sticks and wheelchairs; and  (b) providing mechanical devices for lifting, bed rails, slide sheets, sheepskins, tri-pillows, and pressure relieving mattresses; and  (c) assistance in using the above aids.

**Part 1A 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 that must be provided**

<b>Item</b>	<b>Column 1 Service</b>	<b>Column 2 Content</b>
1	Care management	Ongoing assessment and planning to ensure that the care recipient receives the care and services they need:  (a) that is undertaken on at least a monthly basis; and  (b) that includes the following:  (i) regularly assessing the care recipient's needs, goals and preferences;  (ii) reviewing the care recipient's home care agreement and care and services plan;  (iii) ensuring the care recipient's care and services are aligned with other supports;  (iv) partnering with the care recipient and the care recipient's representative' about the care recipient's care and services;

**Support services that must be provided**

Item	Column 1 Service	Column 2 Content
		(v) ensuring that the care recipient's care and services are culturally safe;
		(vi) identifying and addressing risks to the care recipient's safety, health and wellbeing.

**Part 2 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 that may be provided**

Item	Column 1 Service	Column 2 Content
1	Support services	Includes: <ul style="list-style-type: none"> <li>(a) cleaning; and</li> <li>(b) personal laundry services, including laundering of consumer's clothing and bedding that can be machine-washed, and ironing; and</li> <li>(c) arranging for dry-cleaning of consumer'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 consumer and carer, if appropriate; and</li> <li>(h) support for consumers 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 consumer is assessed as requiring it; and</li> <li>(j) transport and personal assistance to help the consumer shop, visit health practitioners or attend social activities; and</li> </ul>

**Support services that may be provided**

<b>Item</b>	<b>Column 1 Service</b>	<b>Column 2 Content</b>
		(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 consumer, and the homeowner if the home owner is not the consumer, to access technical advice on major home modifications; and (o) advising the consumer 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 consumer's lifestyle, interests and wellbeing.

**Part 3 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 that may be provided**

<b>Item</b>	<b>Column 1 Service</b>	<b>Column 2 Content</b>
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.

**Part 4 Excluded items**

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

## Support services

Item	Column 1 Service	Column 2 Content
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 data-bbox="608 398 1445 461">(a) use of the package funds as a source of general income for the consumer;</li><li data-bbox="608 495 1294 557">(b) purchase of food, except as part of enteral feeding requirements;</li><li data-bbox="608 591 1430 654">(c) payment for permanent accommodation, including assistance with home purchase, mortgage payments or rent;</li><li data-bbox="608 687 1023 716">(d) payment of home care fees;</li><li data-bbox="608 750 1414 813">(e) payment of fees or charges for other types of care funded or jointly funded by the Australian Government;</li><li data-bbox="608 846 1445 909">(f) home modifications or capital items that are not related to the consumer's care needs;</li><li data-bbox="608 943 1166 972">(g) travel and accommodation for holidays;</li><li data-bbox="608 1005 1445 1068">(h) cost of entertainment activities, such as club memberships and tickets to sporting events;</li><li data-bbox="608 1102 919 1131">(i) gambling activities;</li><li data-bbox="608 1164 1382 1227">(j) payment for services and items covered by the Medicare Benefits Schedule or the Pharmaceutical Benefits Scheme.</li></ul>

**Care Plan**  
**(to be attached)**

**Annexure I**  
**Direct Debit Form**

**Customer's Authority**

Name of Customer/s giving the DDR  
I/We

authorise and request the

Name of Debit User

Alzheimer's Association of Qld Inc.

APCA User ID number

404194

**until further notice in writing, to arrange for funds to be debited through the Bulk Electronic Clearing System (BECS) from my/our account at the Financial Institution identified below as instructed by me/us or any other amounts as instructed or authorised to be debited in accordance with the terms and conditions of the Direct Debit Request Service Agreement (DDRSA) as amended from time to time.**

**Payment Details**

This authority allows the debiting of amounts payable by the Customer under the Agreement between the Customer and Alzheimer's Association of Queensland Inc.

**Details of the Account to be debited**

Name of the Financial Institution

Branch name

Account name (please insert your name in full)

All details must be supplied

BSB number

Account number

ABN/ARBN (if applicable)

**Note:** Direct debiting is not available on the full range of accounts. If in doubt, please refer to your bank/financial institution.

**Direct Debit Frequency**

Monthly

**Client Details**

Client Name

Client Code

**Customer Authorisation**

If in joint name/s both signatures may be required

By signing below, I/we acknowledge that this Direct Debit arrangement is governed by the terms of Authorisation the DDRSA attached to this request.

Signature

Signature

Date

Date

## Direct Debit Request Service Agreement (DDRSA)

- 1 By signing the Direct Debit Request, you authorise us to arrange for funds to be debited from your Account in accordance with the Agreement.
- 2 We will advise you 14 days in advance of any changes to the Direct Debit Request.
- 3 For all matters relating to the Direct Debit Request, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment, or to investigate or dispute a previous payment, you should contact:

Accounts Receivable

Telephone: (07) 3422 3000

Fax : ( 07) 3219 2693

Email : accounts1@alzheimersonline.org

### And

Allow for 14 days for the amendments to take effect or to respond to a dispute.

If our investigations show that your Account has been incorrectly debited, we will arrange for the Financial Institution to adjust your Account accordingly. We will also notify you in writing of the amount by which your Account has been adjusted. If, following our investigations, we believe on reasonable grounds that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding. If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.

- 4 You should be aware that:
  - (a) direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and
  - (b) You should check your Account details (including the Bank State Branch (BSB) number) directly against a recent statement from your Financial Institution.

If you are in any doubt, please check with your Financial Institution before completing the drawing authority.

- 5 It is your responsibility to ensure that:
  - (a) sufficient cleared funds are in the Account when the payments are to be drawn;
  - (b) the authorisation to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held;
- 47 suitable arrangements are made if the direct debit is cancelled:
  - by yourself;
  - by your Financial Institution; or
  - For any other reason.

- 6 If the due date for payment falls on a day other than a Banking Business Day, the payment will be processed on the next Banking Business Day. If you are uncertain when the payment will be debited from your Account, please check with your Financial Institution.

- 7 For returned unpaid transactions, the following procedures or policies will apply:
  - (a) we treat the payment as if it was never made;
  - (b) services may be suspended until the outstanding charges are paid; and/or
  - (c) A fee may be applied for drawings that are returned unpaid. We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.

- 8 All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law.

- 9 If any provision of this DDRSA is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining provisions of this DDRSA will continue to apply to the extent possible as if the void or unenforceable provision had never existed.

**Definitions**

Unless otherwise defined, a term defined in the Agreement has the same meaning when used in this DDRSA and:

**Account** means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

**Agreement** means the Terms and Conditions (including BPAY), including the Schedules to those Terms and Conditions, as amended from time to time;

**Direct Debit Request** means the Direct Debit Request between us and you as amended from time to time;

**Financial Institution** is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited;

**We** means "Alzheimer's Association of Queensland Inc"; and

**You** mean the Customer/s who signed the Direct Debit Request.



## Annexure J

### Important Information for you

It is strongly recommended that all persons signing this Agreement obtain independent legal and financial advice. This Agreement is a legally binding document.

#### Acknowledgment by the Consumer

I acknowledge that:

- 1 I am advised to seek and obtain independent legal advice on the nature and effect of the Agreement before signing the document and have had the opportunity to do so.
- 2 I have:
  - (a) obtained independent legal advice\*; or
  - (b) chosen not to take independent legal advice\*,on the nature and effect of the Agreement and any indemnity contained in the Agreement.  
*\* Delete whichever is not applicable.*
- 3 I have read and understand the nature and effect of the Agreement.
- 4 I have executed the Agreement freely and voluntarily and without any influence from the Approved Provider.

#### Signed by the Consumer or Consumer's Authorised Person:

Signed:

Name:

Date:

**Annexure K**  
**Code of Conduct**

### **The Code of Conduct for Aged Care**

People who provide care, supports and services in the aged care sector 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
- b) act in a way that treats people with dignity and respect, and values their diversity
- c) act with respect for the privacy of people
- d) provide care, supports and services in a safe and competent manner, with care and skill
- e) act with integrity, honesty and transparency
- f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of care, supports and services
- g) provide care, supports and services free from:
  - (i) all forms of violence, discrimination, exploitation, neglect and abuse
  - (ii) sexual misconduct
- h) take all reasonable steps to prevent and respond to:
  - (i) all forms of violence, discrimination, exploitation, neglect and abuse
  - (ii) sexual misconduct.

## Annexure L

### Home Care Pricing Schedule

**Alzheimer's Association of Queensland Inc T/A Dementia and Aged Care Services**  
– Consumer Directed Care, Home Care Packages

**Pricing Schedule Last Updated on July 1<sup>st</sup>, 2024**

This Schedule provides information on the price for common services you can access through a Home Care Package. The costs will be deducted from your overall package budget. There are many other services you can access through a Home Care Package that are not listed below. This may include all allied health services, home maintenance, aids or equipment which may form part of your Care Plan. Services delivered as part of your Care Plan are GST free. Costs relating to exit amounts are not GST free. For further information, please see our full price list or contact us (details included below).

#### Provider Information about Service Delivery and Pricing

Approximate Home Care Package Amount		Level 1	Level 2	Level 3	Level 4
Home Care Package funding	Annual	\$10,588	\$18,622	\$40,530	\$61,440
Home Care Package funding	Per fortnight	\$406	\$714	\$1,554	\$2,356
Basic Daily Fee paid by you	Per fortnight	\$0	\$0	\$0	\$0

*Note: you may be required to make a contribution to the cost of your care by paying an Australian Government Income Tested Care Fee and/or Basic Daily Fee. The Home Care Package funding amounts are current as at 1<sup>st</sup> July 2024. Further information about your contributions is available on My Aged Care.*

#### Care Management

*Care management is an important service that includes coordinating care and services that will help you deliver on the goals you identified in your Care Plan. Every Home Care Package, including those being self-managed, will require some level of care management.*

Approach to care management		Level 1	Level 2	Level 3	Level 4
Fully managed by provider	Per fortnight	\$81.20	\$142.80	\$310.94	\$471.38
Fully managed by provider	Approx. no. hours per fortnight	1	2	3	4
Self-managed by you	Per fortnight	N/A	N/A	N/A	N/A
Self-managed by you	Approx. no hours per fortnight	N/A	N/A	N/A	N/A

Price for Common Services	How the provide delivers services	Standard Hours Mon-Fri 6am-8pm	Non-Standard Hours Mon-Fri 8pm-6am	Saturday 6am-8pm	Sunday 6am-8pm	Public Holidays 6am-8pm
Personal care (per hour)	By the provider's staff	\$85	\$95	\$115	\$140	\$155
Nursing (per hour)	By own staff or other provider	\$145	Please contact Case Manager for a quote	Please contact Case Manager for a quote	Please contact Case Manager for a quote	Please contact Case Manager for a quote
Cleaning and household tasks (per hour)	By the provider's staff	\$85	\$95	\$115	\$140	\$155
In-home respite (per hour)	By the provider's staff	\$85	\$95	\$115	\$140	\$155

#### Allied Health

Occupational Therapy (OT) Physiotherapy (PT) Exercise Physiology	\$185 per hour; charged in 15 minute increments for contract and non-contract time
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Minimum Allied Health Session: 30 minute for in-home services

Other Costs		Level 1	Level 2	Level 3	Level 4
Package management	Per fortnight	\$60.90	\$107.10	\$233.24	\$353.50

Staff travel costs to visit you	Per Klm	\$0
Travel with client to activities	Per Klm	\$1

#### Provider contact details

Email	<a href="mailto:enquiries@dacs.org.au">enquiries@dacs.org.au</a>
Phone	1800 322 767

## Annexure M

### CONSENT TO COLLECT INFORMATION

#### What is this form for?

This form explains how we collect, use and disclose certain personal information about you, being your name, demographic, clinical and biographical information and your image, including in photos, videos and recordings ('Personal Information').

From time to time, Alzheimer's Queensland ('AQ') will use, store and collect Personal Information.

We understand the importance of appropriate and respectful use of the personal details and images of residents.

This form allows you to record your consent to participate for us to use your Personal Information in the ways outlined in this form.

#### Personal Information

From time to time, AQ may use your Personal Information in the following ways:

1. To contact your doctor or allied health provider involved in your care
2. To provide information to emergency response personnel as required
3. To record of data for government funded programs
4. To include a photograph of you for your clinical file
5. To provide information to a research body who is conducting relevant research approved by a recognised ethics committee.

#### Consent and agreement – please tick the relevant boxes and complete the signature panel below

##### By ticking this box, you consent and agree:

we may contact your doctor or allied health provider involved in my care

we may Provide information to emergency response personnel as required

we may provide relevant clinical information to a treating hospital

we may record of data for government funded programs

we may take and use your photograph for your clinical

we may provide your information to a research body who is conducting relevant research approved by a recognised ethics committee.

#### By signing below, you (Consumer &/or Representative) acknowledge that you have carefully read this document and consent and agree to the items above:

Consumer's Name:

Consumer's Signature:

Representative's name:

Representative signature:

Representative's authority:  
(must be Power of Attorney or other legal authority)

Date:

Consumer's mobile number:  
(we may use this to communicate with you)

## Opting out

You may withdraw your consent at any time by contacting AQ at enquiries@alzqld.org.au or on (07) 3422 3000. However, AQ may continue to distribute material containing your Published Information where that material was prepared, published or communicated before your consent was withdrawn.

## General privacy information

This form should also be read in conjunction with AQ's Privacy Policy, which sets out further detail about how we collect, use, store and disclose and otherwise handle personal information. Our privacy policy also explains your rights in relation to accessing personal information we hold about you, which may require payment of a reasonable fee.

You can access our privacy policy by visiting our website or by contacting AQ.

For consumers, further information about how we use your personal information can also be found in the Privacy section of your Service Agreement.

## Complaints

If you are concerned about the way AQ handles your personal information, you can make a complaint by following the complaints process set out in AQ's Privacy Policy under the heading 'Grievance Procedure'.

### **INTERPRETER SECTION**

I, \_\_\_\_\_ being an interpreter who has assisted \_\_\_\_\_ (person who signed the above form of consent) to understand the meaning of this consent confirm that I have translated the form accurately and explained its meaning to the consumer/resident/next of kin/authorised attorney before it was signed.

Interpreter signature:

Date:

Name of interpreter (print)

### **EXCLUSIONS**

Irrespective to any request received, I direct you **NOT** to provide my personal information to:  
(please specify name/details)

## CONSENT TO ASSIST WITH MEDICATION

I, \_\_\_\_\_ give my informed consent to the staff of Alzheimer's Queensland to assist me to take medication from a Webster Pack, Pharmacy Sachet, or originally labelled package.

By ticking these boxes, I confirm the following information is true and accurate:

I understand the nature of my medical condition and the reason I am receiving the medication;

I have been informed of and understand the benefits and potential risks of me receiving the medication;

I understand that I can discuss my condition, treatment options, concerns, relevant benefits and risks, and alternative options with Alzheimer's Queensland staff whenever I wish to do so; and

My consent is freely given, and I understand that I may withdraw or withhold my consent at any time.

Name of care recipient (print):

Consumer signature:

Date:

**Or**

Consumer Representative Name:

Consumer Representative Signature:

Date:

## INTERPRETER SECTION

I, \_\_\_\_\_ being an interpreter who has assisted

\_\_\_\_\_ (person who signed the above form of consent) to understand the meaning of this consent form confirm that I have translated the form accurately and explained its meaning to the care recipient before it was signed.

Interpreter signature:

Date:

Name of interpreter (print)