

Home Care Program Agreement

(long-form)



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.

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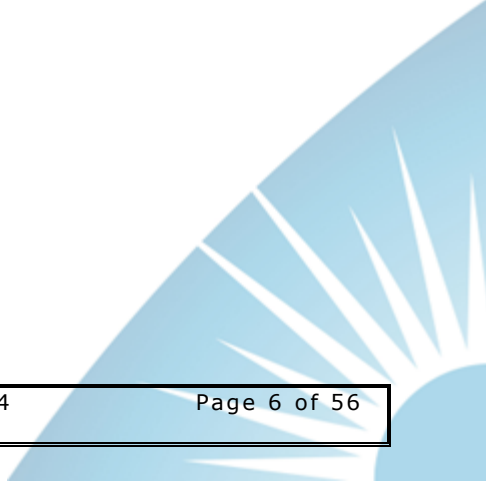
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Important Information Schedule

Date of this Agreement	
Approved Provider (We, us)	Name: Alzheimer's Association of Queensland Inc T/A Dementia and Aged Care Services
	ABN: 74 688 640 790
	Address:
Consumer (You, your)	Name:
	Address:
	Phone:
	Email:
Authorised Person <i>(Has the Consumer appointed an Authorised Person? If yes, proceed to fill in details. If no, proceed to next question)</i>	Name:
	Address:
	Phone:
	Email:
Commencement Date	
Home Care Package	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 need
	Level 4 – To support people with high care needs
Care Plan	Refer to Annexure H

Guarantor* <i>(is there a guarantor? If yes to guarantor proceed to fill in details. If not, proceed to next question).</i>	Name: Address: Phone: Email:
Interim Care Fee	Yes No If yes – daily amount
Income Tested Care Fee <i>(if applicable)</i>	Yes No (if yes, go to income tested care fee)
Default Interest Rate	0% per annum
Additional Services and charges for Additional Services (Annexure A) included at the Commencement Date	Yes, I wish to purchase 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)
Special Conditions (Annexure B)	Yes (if yes, see Annexure B) No
Privacy	Do you give us consent to collect, use, and disclose your personal information (including health information) in accordance with this Agreement (particularly clause 26) and our Privacy Policy? Yes No Has an interpreter assisted you to understand the meaning of clause 26 and our Privacy Policy? Yes No If yes, we will request the interpreter to confirm they have accurately explained the meaning of clause 26 and the Privacy Policy to you.

	<p>Do you wish to direct us not to provide your personal information to any particular person? (please specify name/details):</p>
Medication Plan	<p>Would you like management and/or staff who have been assessed as competent in medication assistance to assist you with your medication as prescribed by your medical practitioner?</p> <p>Yes (if Yes, see clause 5.6 and Annexure K)</p> <p>No</p>



PART ONE – SUMMARY

1 Home Care Package

- 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

- 2.1 We will administer your Home Care Package in accordance with the Aged Care Quality Standards. 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

- 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 Aged Care Quality Standards.
- 3.3 We will take all reasonable steps to comply with our obligations set out in this Agreement, except where you can and have agreed to exclude any of our duties to you. Any agreed exclusions will be added to 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

- 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 Your Home Care Package

- 5.1 Your Home Care Package level is set out in the Important Information Schedule.
- 5.2 When you engage us 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 or suspended by agreement or this agreement terminates.
- 5.3 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.
- 5.4 Your Home Care services will be delivered on a Consumer Directed Care basis. You have a right to be involved in decisions about the care and services you receive. This means we will engage with you to understand your needs, goals and preferences when planning and delivering Home Care to you.
- 5.5 We will ask you or your Authorised Person to sign your Care Plan to verify your agreement with the services outlined in the Care Plan.
- 5.6 If you have recorded 'yes' in the Medication Plan section of the Important Information Schedule, you:
- (a) understand that your request will mean assisting you at the correct times to access your prescribed medication from its container which has been dispensed by a registered pharmacist;
 - (b) understand that your request will mean assisting you to access appropriate non-prescription medication as discussed with your medical practitioner in accordance with the directions provided by the manufacturer;
 - (c) understand that your request will mean assisting you with alternate medications recommended by your medical practitioner;
 - (d) authorise the safe storage of such medication in a locked drawer/cupboard within our facility; and
 - (e) acknowledge that should you refuse to take the prescribed medication, you do so at your own risk and staff will notify your medical practitioner accordingly.

6 Your rights and obligations

- 6.1 If we request you to acquire and maintain public liability insurance at your place of residence, you agree that you will do so with a reputable insurer on terms reasonably acceptable to us.
- 6.2 Your rights as a Consumer are set out in the Charter of Aged Care Rights (Annexure D to this Agreement). We ask that you or your Authorised Person sign the Charter (Annexure D) when you sign this Agreement.
- 6.3 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 to this Agreement).
- 6.4 You understand and acknowledge that your care needs may increase beyond our capacity to meet them. If this occurs and we are unable provide the care to meet your needs this may be grounds for us to ask you to use another service provider under clause 17.1 or alternatively we may assist you in making an application for residential based care.
- 6.5 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.
- 6.6 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 and financial information

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 Representative 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; and

- (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 income and expenditure 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) Whilst the Government does state that a Basic Daily Care Fee is able to be charged Dementia and Aged Care Services does not charge this fee;
 - (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); and
 - (iv) fees for any Additional Services you request.
- (b) You agree to pay the 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 7.4.
- (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 Centrelink, 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 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.

- (b) The Fees and Charges may change from time-to-time in accordance with the Act and/or as advised by the Department. If your fees change we will notify you in writing.
- (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 Income Tested Care Fee should be different than the fee determined by us:
 - (i) if you have underpaid us, 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 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 K). The services set out in Annexure K 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) The pricing of our Home Care services may change from time to time. If this occurs we may review your budget and will notify you of any changes in writing.

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.
- (d) The charges for Additional Services are subject to change and we will notify you in writing of any applicable changes.

7.6 Costs involved in administering and managing your package

- (a) We will charge from your package funds a package management fee to cover costs such as preparing monthly statements, managing package funds, and compliance and quality assurance activities required for home care.
- (b) We will charge from your package funds a care management fee to cover costs associated with reviewing your home care agreement and care plan, coordinating and scheduling your services, identifying and addressing risks to your safety and providing other types of care management support.
- (c) The amount of package management fees, care management fees and any brokerage fees may vary depending on your services, needs and preferences; for example the level of involvement you wish to have in planning and administering your care and services.

7.7 Contingency amount

- (a) You may wish to set aside part of your individualised budget as a contingency amount for emergencies, unplanned events or increased care needs which may arise in the future.
- (b) If you and we agree to set aside a contingency amount:
 - (i) we will identify the contingency amount on your individualised budget;
 - (ii) if there is any contingency amount remaining in the event we cease providing Home Care to you, the contingency amount will be calculated and transferred as part of the Unspent Home Care Amount in accordance with clause 7.8 below.

7.8 Unspent home care amount and exit amount

- (a) You may accumulate unspent funds under your Home Care Package. An Unspent Home Care Amount is the difference (if any) between:
 - (i) income received via Government home care subsidy and supplements and any Fees and Charges paid by you; and
 - (ii) expenditure under your Home Care Package.
- (b) If we cease providing Home Care to you:
 - (i) and you are no longer receiving home care, then any Unspent Home Care Amount less any Unpaid Home Care Fees will be returned to you (or your estate if you pass away) and the Government in accordance with the respective contributions of each party;

- (ii) and you are changing approved providers, then any Unspent Home Care Amount less any Unpaid Home Care Fees will be transferred to your new provider, in accordance with the rules set out in the User Rights Principles.
- (c) We will identify any Unspent Home Care Amount in your personalised budget and in the monthly statement of income and expenditure provided to you.
- (d) If we cease to provide Home Care to you we will give you a notice:
 - (i) setting out:
 - (A) the Cessation Day;
 - (B) the Unspent Home Care Amount (which may be nil);
 - (C) the amount of the Commonwealth Portion, Consumer Portion and Transfer Portion (if any);
 - (E) if any Unpaid Home Care Fees have been deducted from the Unspent Home Care Amount in accordance with clause 7.8(f) – the amount of Unpaid Home Care Fees that were deducted;
 - (ii) explaining how the Commonwealth Portion, Consumer Portion and Transfer Portion (if any) will be calculated.
- 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 7.8(d) within 56 days after the Cessation Day.

7.9 If you request, we will within 7 days give you:

- (a) a clear and simple representation of the financial position of the Home Care service, including the costs of Home Care, that explains any ongoing fees payable by you; and
- (b) a copy of the most recent statement of the audited accounts of our Home Care service.

7.10 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 you will still be required to pay the agreed Fees and Charges if the Department refuses to make a determination in your favour or if your Financial Hardship determination is revoked.

8 Individualised budget and statement of income and expenditure

- 8.1 We will give you a written individualised budget. Your individualised budget will:
- (a) be prepared in consultation with you having regard to your goals and assessed needs, preferences, the resources available and the services you have selected;
 - (b) set out:
 - (i) a 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;
 - (c) be reviewed and 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 We will provide you with a written statement of income and expenditure (monthly statement) for your Home Care Package. The monthly statement will specify:
- (a) the amount of home care subsidy 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) the total amount paid or payable by us in respect of the home care provided to you during the month;
 - (d) an itemised list of the care and services provided to you during the month and the total amount paid or payable in relation to each kind of care or service;
 - (e) the total amount (if any) of the funds received or to be received in respect of any previous month for the provision of home care to you that have not been spent;
 - (f) your Unspent Home Care Amount (if any); and
 - (g) a statement of any funds received prior to 1 July 2015 that are excluded from the calculation of your Unspent Home Care Amount if you cease receiving Home Care service from us.

9 Default interest

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 Suspension of home care and changes to services

- 10.1 You may suspend the Home Care services by giving us no less than 7 days' notice in writing.
- 10.2 During a period of suspension of services (other than when it is in connection with Transition Care or residential respite care) you will continue to pay the Fees and Charges in accordance with this Agreement.
- 10.3 If you need to cancel a Home Care service booking, you must give us no less than 48 hours' notice prior to the booking time. If you fail to provide that notice, we will charge you the Fees and Charges in respect of the cancelled service booking.
- 10.4 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: and
 - (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, then this agreement can be varied under subclause 22.5 to the extent necessary to effect the change to the new Home Care Package level.

11 Equipment

- 11.1 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.
- 11.2 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.
- 11.3 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.

- 11.4 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.
- 11.5 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).
- 11.6 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 home or on the land upon which it is situated.
- 11.7 In this clause, claim includes any claim, action, proceeding, demand, liability, obligation, cost, loss, damages or expense.

12 Workplace health and safety

- 12.1 You understand that your home 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.
- 12.2 You agree to treat our Staff Members with respect and courtesy.
- 12.3 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 home; and
 - (b) for taking steps to ensure that any risks are rectified and addressed at your own cost.
- 12.4 You agree to allow us, upon giving reasonable notice, to conduct an inspection of your home and land to assess the risks of providing services.
- 12.5 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.
- 12.6 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 home 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.

13 Special conditions

- 13.1 The special conditions (if any) that apply to this Agreement are set out in Annexure B to this Agreement.
- 13.2 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

14 Our promises

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

15 Indemnity

- 15.1 You agree to the extent permitted by law to release and indemnify us against any Loss which you suffer, sustain or incur in connection with:
- (a) performance of the care or services under this Agreement; and
 - (b) any claim made by or on behalf of a third party in relation to or arising out of performance of the care or services under this Agreement.
- 15.2 The indemnity under this clause is reduced to the extent that the Loss arose from, or was contributed to, by any unlawful or negligent act or omission by us or a Staff Member.
- 15.3 This clause will survive expiration or termination of this Agreement.

16 Providing information to other Approved Providers

- 16.1 If you are to move to our service, we will make arrangements to obtain personal information about you from your previous care provider.
- 16.2 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 the information we can provide a new care provider.
- 16.3 Under this Agreement you authorise us to provide or obtain the personal information as referred to in this clause.

17 Terminating this Agreement

17.1 Termination by you

- (a) You may end 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.
- (b) You must still pay us any Fees and Charges owing under the Agreement when the Agreement is terminated.

17.2 Termination by us

17.3 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; and
- (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.

- 17.4 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.
- 17.5 You must still pay us any Fees and Charges owing under the Agreement when the Agreement is terminated.
- 17.6 Any termination of this Agreement by us will be undertaken in accordance with the Act and law.
- 17.7 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.

18 Assistance to move to residential care

- 18.1 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.
- 18.2 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

19 Notices

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

20 Costs

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

21 Power of attorney

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.

22 Variation

- 22.1 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.
- 22.2 Any variation must be in writing and signed by both parties to this Agreement.
- 22.3 The Agreement may be varied if it is necessary to implement changes to the GST Act. If the Agreement is varied to implement changes to the GST Act, you will be given reasonable notice in writing about the variation.
- 22.4 Any variations to this Agreement will not be inconsistent with the GST Act or the Act.
- 22.5 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 10.4.

23 Problems

- 23.1 You are entitled to make a complaint about the Home Care services without fear of reprisal.
- 23.2 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. Usually this will involve meeting with you and/or your Authorised Person to discuss your concerns.
- 23.3 You may also use the dispute resolution processes set out in Annexure F to this Agreement.

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.

25 Guarantee and indemnity

25.1 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.

25.2 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;
- (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.

25.3 We may assign the rights under this Guarantee by giving the Guarantor 14 days' written notice.

25.4 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.

26 Privacy

26.1 Protecting your privacy

- (a) We are committed to the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth).
- (b) A copy of our Privacy Policy is available on our website or at any of our service offices. We will provide a copy of our Privacy Policy to you when you are admitted to our service or before we start providing services to you.
- (c) All reasonable steps will be taken to protect the confidentiality, so far as legally permissible, of information provided by you.

26.2 Collection, use and disclosure of information

- (a) 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.
- (b) The information we request of you is relevant to providing you with the care and services you need. If you choose not to provide us with some or all of the information we request, we may not be able to provide you with the care and services you require.
- (c) 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.
- (d) 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.
- (e) We will not disclose your information to overseas recipients. If we do, we will take all steps that are reasonable in the circumstances to ensure that the overseas recipient does not breach the Australian Privacy Principles.

26.3 Access and correction of information

- (a) Our Privacy Policy also contains detailed information on how you may access the personal information we hold about you and how you can seek to have your personal information corrected.

26.4 Consent

- (a) We require your consent to collect, use and disclose your personal health information so that we are able to provide you with the care and services you require.
- (b) By answering 'Yes' in the Privacy section of the Important Information Schedule of this Agreement you:
 - (i) are giving us consent to collect, use, and disclose your personal information (including health information) in accordance with this document and our Privacy Policy including:
 - (A) to provide your personal health information to your doctors or allied health providers involved in your care;
 - (B) to provide your information to ambulance or alternative transport in an emergency;
 - (C) to provide your de-identified data for government funded programs; and
 - (D) to take photographs of you to be kept on for your file.
 - (ii) Acknowledge that you:
 - (A) have recorded any specific requests regarding your personal information in the Privacy section of the Important Information Schedule of this Agreement;
 - (B) have read this clause 26 and understand the reasons for why your information must be collected;
 - (C) understand that you are not obliged to provide any information requested of you, but failure to do so may prevent you from receiving care and services that you require;
 - (D) are aware of your rights to access the information collected about you, as outlined in the Privacy Policy;
 - (E) are aware of your right to request access to your information;
 - (F) are aware of your right to amend your information if you believe it is incorrect;
 - (G) are aware of the complaints procedure set out in our Privacy Policy; and
 - (H) understand that if your information is to be used for any other purpose other than that set out above, your further consent will be obtained.

Consent and acknowledgement by the Consumer/ Representative

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

I acknowledge that:

1. I was advised to seek and obtain independent legal and financial advice on the nature and effect of this Agreement before signing the document and have had the opportunity to do so. I have obtained independent legal and financial advice; or chosen not to take independent legal and financial advice, on the nature and effect of this Agreement and any indemnity contained in this Agreement.
2. I have read and understand the nature and effect of this Agreement.
3. I have executed this Agreement freely and voluntarily and without any influence from the Approved Provider.
4. If I am signing this as the Consumer's Representative, I warrant that I am duly appointed according to law with the authority and capacity to bind the Consumer.

Consent to

The staff of the Alzheimer's Association of Queensland Inc. T/A Dementia and Aged Care Services to collect sensitive information for the purposes of:

Contacting my doctor or allied health provider directly involved in my care.

Consent to allow photographs to be used in consumer files', centre newsletter and displayed in the centre.

Consent to photos being used for publications, website and educational purposes.

To administer medication from a Webster pack or original packaging.

To provide information to key emergency response personnel as required.

Executed as an agreement
Signed on behalf of Alzheimer's
Association of Queensland Inc t/a
Dementia and Aged Care Services
ABN
74 688 640 790 by its duly
authorised officer in the presence of:

Signature of authorised officer

Signature of witness

Full name of authorised officer
(block letters)

Full name of witness (block letters)

Position of authorised officer (block
letters)

CONSUMER

Signed by

Name of Consumer
in the presence of:

Signature of Consumer

Signature of witness

Full name of witness (block letters)

CONSUMER'S AUTHORISED PERSON ON BEHALF OF THE CONSUMER (as applicable)

Signed on behalf of

Name of Consumer

Signature of Authorised Person

by his/her duly appointed and authorised person

Name of Authorised Person

(who by his/her execution warrants that
the appointment and authorisation has not
been revoked) in the presence of:

Signature of witness

Full name of Authorised Person (block letters)

Full name (block letters)

Address of Authorised Person
(block letters)

**Annexure A
Additional Services**

Annexure B Special Conditions

1 Centre-based respite

- 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 centres.
- 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:
- (a) acknowledge that you may be in a secure environment where your movement is restricted;
 - (b) 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;
 - (c) consent to your movement being restricted whilst in a secure environment.

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 Aged Care Quality Standards;

Aged Care Determination means the *Aged Care (Subsidy, Fees and Payments) Determination 2014* (Cth) which may be subject to variation from time-to-time;

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

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 a fee set by the Government at a percentage of the single basic age pension;

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;

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 Consumer portion of the Unspent Home Care Amount calculated in accordance with the User Rights Principles on the Cessation Day;

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 to this Agreement;

Dispute Resolution means the method for resolving disputes between you and us pursuant to clause 23 and Annexure F to this Agreement;

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;

Government means any government, governmental, semi-governmental, administrative, fiscal, or judicial body department, commission, authority, tribunal, agency or entity;

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 and Indemnity forming part of this Agreement in clause 25;

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 that 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 Determination;

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 Determination;

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 Determination;

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 Determination;

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 3.4 and Annexure E regarding conduct and behaviour; and
- (c) clause 12 regarding health and safety;

Medication Plan means the medication plan set out at Annexure K to this Agreement and includes any variations to the medication plan which may occur from time to time;

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 set out in the *Quality of Care Principles 2014* 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;

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

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

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);

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

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

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

1 Overview

- (a) 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.

2 Conduct and behaviour

- (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.

3 Care and services

- (a) You agree to abide by the terms of this Agreement.
- (b) You acknowledge that your needs may change, and you will negotiate variations 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.

4 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.

5 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.

6 Fees

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.

7 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, Queensland, 4122

Email: 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 www.health.gov.au/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;
 - (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.

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

- (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.

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;

- (a) 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;

- (a) 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

Care Plan and Specified Care & Services

Specified Care and Services

This Annexure contains the Care Plan and the approved list of care and services which may be provided to recipients across all Home Care Packages. The specified care and services must be provided in the best way to:

- meet the Aged Care Quality Standards, as defined in Annexure C and set out in Annexure G; and
- suit the Consumer's needs, within the limitations of the funds available.

In providing Home Care Specified Care and Services, the Approved Provider will have systems in place to identify and ensure compliance with all relevant legislation, regulatory requirements, professional standards, and guidelines relevant to care provision. The Approved Provider will demonstrate continuous quality improvement and ensure that its staff have appropriate training, knowledge, and skills to perform their roles effectively.

The range of care and services available across all levels of a Home Care Package includes the following:

Part 1 Care and services

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

Care services		
Item	Column 1 Service	Column 2 Content
1	Personal services	Personal assistance, including individual attention, individual supervision, and physical assistance, with: (a) bathing, showering including providing shower chairs, if necessary, personal hygiene and grooming, dressing and undressing, and using dressing aids; and (b) toileting; and (c) dressing and undressing; and (d) mobility; and (e) transfers (including in and out of bed).
2	Activities of daily living	Personal assistance, including individual attention, individual supervision, and physical assistance, with communication including assistance to address difficulties arising from impaired hearing, sight or speech, or lack of common language, assistance with the fitting of sensory communication aids, checking hearing aid batteries, cleaning spectacles and assistance in using the telephone.

Care services

Item	Column 1	Column 2
3	Nutrition, hydration, meal preparation and diet	Includes: (a) assistance with preparing meals; and (b) assistance with special diet for health, religious, cultural or other reasons; and (c) assistance with using eating utensils and eating aids and assistance with actual feeding, if necessary; and (d) providing enteral feeding formula and equipment.
4	Management of skin integrity	Includes providing bandages, dressings, and skin emollients.
5	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.
6	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 2 Support services

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

Support services		
Item	Column 1 Service	Column 2 Content
1	Support services	<p>Includes:</p> <ul style="list-style-type: none"> (a) cleaning; and (b) personal laundry services, including laundering of consumer's clothing and bedding that can be machine-washed, and ironing; and (c) arranging for dry-cleaning of consumer's clothing and bedding that cannot be machine-washed; and (d) gardening; and (e) medication management; and (f) rehabilitative support, or helping to access rehabilitative support, to meet a professionally determined therapeutic need; and (g) emotional support including ongoing support in adjusting to a lifestyle involving increased dependency and assistance for the consumer and carer, if appropriate; and (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 (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 (j) transport and personal assistance to help the consumer shop, visit health practitioners or attend social activities; and (k) respite care; and (l) home maintenance, reasonably required to maintain the home and garden in a condition of functional safety and provide an adequate level of security; and (m) modifications to the home, such as easy access taps, shower hose or bath rails; and

Support services

Item	Column 1 Service	Column 2 Content
		<ul style="list-style-type: none"> (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.
3	Care management	Includes reviewing the consumer's home care agreement and care plan, coordinating and scheduling care and services, ensuring care and services are aligned with other supports, liaising with the consumer and the consumer's Authorised Person, ensuring that care and services are culturally appropriate, and identifying and addressing risks to the Consumer's safety.

Part 3 Clinical services

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

Clinical services		
Item	Column 1 Service	Column 2 Content
1	Clinical care	Includes: <ul style="list-style-type: none"> (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



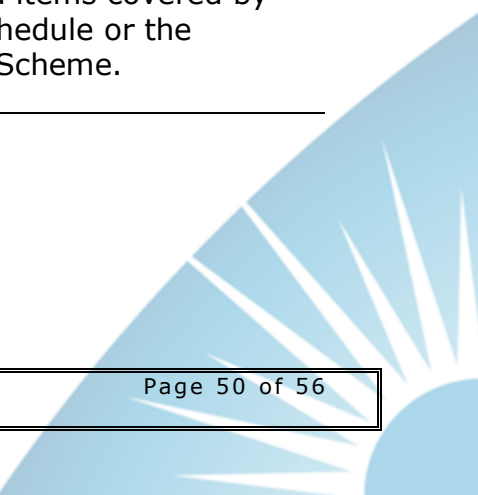
Item	Column 1 Service	Column 2 Content
2	Access to other health and related services	Includes referral to health practitioners or other related service providers.

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">(a) use of the package funds as a source of general income for the consumer;(b) purchase of food, except as part of enteral feeding requirements;(c) payment for permanent accommodation, including assistance with home purchase, mortgage payments or rent;(d) payment of home care fees;(e) payment of fees or charges for other types of care funded or jointly funded by the Australian Government;(f) home modifications or capital items that are not related to the consumer's care needs;(g) travel and accommodation for holidays;(h) cost of entertainment activities, such as club memberships and tickets to sporting events;(i) gambling activities;(j) payment for services and items covered by the Medicare Benefits Schedule or the Pharmaceutical Benefits Scheme.



Care Plan
(to be attached)

**Annexure I
Direct Debit (DDR) Request**

**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

All details
must be
supplied

Account name (please insert your name in full)

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 join 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@alzheimeronline.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;
 - (c) 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 means the Customer/s who signed the Direct Debit Request.

Annexure J

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 1st, 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 of 1st 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 provider delivers services	Standard Hours Mon-Fri 6am-8pm	Non-Standard Hours Mon-Fr 8pm-6am	Saturday 6am-8pm	Sunday 6am-8pm	Public Holiday 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 15minute increments for contract and non-contract time
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Minimum Allied Health Session: 30 minutes 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
Travel with client to Activities	Per Klm	\$1.00			
Staff travel costs to visit you	Per Klm	\$0			

Provider contact details

Email	enquiries@dacs.org.au
Phone	1800 322 767

**Annexure K
Medication Plan**

Tick applicable medication requirements						
	Schedule 8	Prompt/remind	Open packet	Give medication to the client	Apply medication	Store medication
Tablets – Webster/Sachet Pack						
Liquid medication						
Ear drops						
Eye drops						
Topical ointments						
Inhalers						
Transdermal patches						
Non-prescription medication						