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Your resource hub for new ideas
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CONSUMER'S GUIDE TO HOME CARE AGREEMENTS

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www.homecaretoday.org.au

An initiative of

COTA

For older Australians



Funded by the Australian Government
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*"This Guide was really helpful
for us to understand what
Mum's Home Care Agreement
was all about"*
Janine, carer, NSW



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ABOUT THIS GUIDE

This guide has been prepared for consumers of Home Care Packages.

When you approach a home care provider to deliver your Home Care Package the agreed arrangements are documented in a home care agreement.

This document explains what you should expect in your home care agreement, why it is included and who you can contact for further information and assistance.

This guide has been co-produced with Home Care Package consumers and carers. We particularly acknowledge the work of Annette McNee in drafting the document.

This guide covers:

- 1. Terms used in a home care agreement**
- 2. What is included in a home care agreement?**
- 3. The process of negotiating an agreement**
- 4. Other issues to consider**
- 5. Resources and references**

DISCLAIMER

This guide provides some general practical advice for Home Care providers and consumers and is not intended as legal or financial advice. This website and publications should not be the only source of information for consumers and providers of Home Care. Home Care Today encourages anyone who has questions about providing Home Care to get the relevant professional advice to discuss their own or their organisation's particular situation.

Home Care Today makes this information available on an as is basis. Home Care Today makes no representations or warranties of any kind with respect to the contents of the information. To the maximum extent permitted by law, Home Care Today disclaims any such representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of the information.

ABOUT US

Home Care Today is a national resource that aims to support consumers and providers to work together to successfully implement Consumer Directed Care in Home Care Packages.

Home Care Today supports consumers accessing home care by providing information, resources and peer supports to make the most of the benefits and opportunities that CDC can offer.

To providers, Home Care Today offers a range of tools, resources and learning modules that will assist them to implement CDC across their organisations.

Who can I contact for further information about this document?

Email us at:

homecaretoday@cota.org.au

Phone:

Home Care Today 03 9909 7910

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1. Terms used in a *home care agreement*

TERM	MEANING
Home care agreement	An agreement between yourself and the home care package provider, setting out what the package will provide, how your package will be provided and how much it will cost .
Consumer	You or your representative. You are sometimes referred to as “the client” or “the care recipient” in official documents.
Home care provider	The organisation approved by the Department of Health as suitable to provide Home Care Packages. In the agreement, provider is referred to as “the Provider” or “an approved provider”.
Consumer Directed Care (CDC)	The philosophy that gives you choice and control to make choices about care and services that you think would help.
Care Plan	The Care Plan is developed in partnership between you and your provider. A care plan outlines what is important to you, your goals and the care and services which best support you to achieve them. It will detail how, when and by whom your services are delivered. A copy of the care plan must be given to you before commencement of services, or within 14 days of the start date. The care plan must be reviewed at least every 12 months, or as your circumstances change. The care plan cannot be changed without your agreement.
Home Care Package Budget	<p>The budget sets out the total amount of funds available under your home care package and how those funds will be allocated and spent. The home care budget is made up of</p> <ul style="list-style-type: none"> • the Australian Government subsidy (and eligible supplements) • the basic daily fee (this is negotiable but cannot exceed 17.5% of the single person rate of the basic Age Pension). • An income tested care fee (this will be determined by the Department of Health if your income exceeds a certain income threshold) and is non negotiable. <p>All care and services provided to you through a home care package must be within your package budget, unless you agree to make extra contributions.</p>
Monthly Statements	Your provider is required to provide you with a monthly statement that show the charges to your home care package funds for care and services you have received, charges for administration and case management, income from you and the Government and the balance of unspent funds. Any unspent funds will carry over from month to month, and

	year to year, for as long as you continue to receive care under that package.
Case Manager/case management	A trained professional worker to guide and oversee the assessment, care planning, service delivery
Care Worker	A person providing the Home Care services to you on behalf of the approved provider, including but not limited to their staff, agency workers, employees of contracted care workers and volunteers.
Unspent Home Care Package Amount	<p>The unspent home care amount is the total amount of home care subsidy (including any supplements) and home care fees paid (for the period of care) to an approved provider for your care, that have not been spent or committed.</p> <p>If you are moving providers, your unspent home care package amount (less any exit amount) will move with you to your new provider.</p> <p>Your provider must give you a written notice about your unspent home care amount within 56 days after the cessation day. The transfer of the funds will need to be completed within 70 days after the cessation day. If you no longer require services, the unspent funds will be returned to the Commonwealth and the client (or their estate) on a pro rata basis.</p> <p>Note: Any unspent funds accumulated <u>before</u> June 30, 2015 can be retained by the Provider. Only funds accumulated after July 1, 2015 are included in the calculation of transferable or refundable funds.</p>
Exit Amount	<p>An exit amount is a charge that a provider can deduct from your unspent home care package funds if you are leaving the provider (moving to a different provider or no longer require services). Any exit amount must be disclosed in the Home Care Agreement.</p> <p>It is not compulsory for providers to charge an exit amount and the amount can be negotiated.</p>
Complaints and Dispute Resolution	Process to raise your concerns in relation to the quality of care you are receiving.
Translating and Interpreting Services	If you speak another language other than English as your first language, you can access a free interpreting service through the Translating and Interpreting service (TIS National) to assist in understanding and negotiating a home care agreement, your individualised budget and monthly statement and in developing your care plan. If your provider cannot provide you with a carer/s who can communicate in your language, you can use package funds to engage an interpreter for direct service delivery.

2. What is included in a *Home Care Agreement*?

What must be included in the Agreement	What this means for you
Date of the agreement	The date you sign the home care agreement.
Approved provider name	This is the name of the provider you have chosen to manage the package on your behalf.
Your name or representative	Your name and/or the name of a representative to assist you and sign on your behalf.
Advocacy	You have a right to call on an advocate of your choice to represent you in all dealings with your provider including establishing and reviewing the home care agreement, care plan and individualised budget. If requested, your provider must allow an advocate acting on your behalf access to the home care service.
Commencement date for care	The date you start receiving services
Home Care Package Level	When you had your Aged Care Assessment, the team decides which level of Home Care Package you are eligible for.
Supplements	Extra Government payments for eligible people with higher care and specialised support needs
Care plan	The agreed care and services to be provided, in keeping with the assessed care needs and individual goals of the consumer.
Review of care arrangements	This states how often the care plan and other care arrangements will be reviewed to ensure continued reflection of care goals and budgets.
Service provision	Who will provide your services: in-house, brokered agency or other suppliers. Outlines the Provider's terms of engagement with preferred, external brokered service providers and suppliers.

Service provision costs	<p>This details the costs of hours of care purchased from the provider's in-house direct care business.</p> <p>This section also lists any surcharges and any brokered services.</p>
Service delivery	<p>Outlines your responsibilities for dealing with care staff in your home, as well as cancellation policy and notifying provider of any service changes. Includes any issues that arise outside normal business hours</p>
Self-management options	<p>Sometimes called 'self-direction', this refers to the amount of involvement you choose to have in the day-to-day running of your package. Usually, the more you do for yourself, the less you pay for case management services.</p>
Your financial contribution	<p>These are the fees you agree to contribute towards your package. Includes Basic Daily Fee, Income Tested Care Fee (if applicable) and any additional voluntary contributions.</p> <p>The agreement will outline the dates and the method of payment options.</p>
Costs and Charges	<p>These are the charges that the provider takes from your Government subsidy to cover their costs for administration and management of your package. Additional charges for Case Management support also often apply.</p>
Default Interest	<p>The interest the provider is entitled to charge if your fees are not paid on the due date.</p>
Equipment	<p>This outlines the terms and conditions of hire or purchase equipment as part of your package.</p>
Additional Services and charges	<p>This will outline any additional services and charges which is in excess of the Government contribution and the fees you agreed to contribute towards the package and are not included in the care plan.</p>
Your rights and responsibilities	<p>This will outline your rights and responsibilities set out in the <i>User Right principles for Home Care</i> which needs to be attached to the agreement.</p>
Suspension of care	<p>You can suspend the services at any time but you are required to advise the provider. This</p>

	section will outline the conditions of suspension of care and your responsibility in relation to fees and charges during the period of suspension.
Security of tenure	This means that the provider must guarantee to continue all care and services outlined in the home care agreement so long as all the conditions are met by you.
How to terminate the agreement	This will outline the process and timelines involved in terminating your home care agreement. Includes process to transfer to another home care package provider.
Workplace health and safety	This will outline your responsibility in ensuring that your residence and the land upon which it is situated will be free of risk for care workers.
Confidentiality and privacy	You have a right to confidentiality and privacy. The home care agreement must state your rights in these matters. You can request a copy of the provider's privacy policy. The provider should ask your permission, if they wish to access information from doctors, hospitals or other organisations involved in your care.

The home care agreement is a legally binding agreement and you should have enough time to look at the agreement and or seek independent advice, if you wish, before you sign the agreement.

You can choose not to sign the agreement. It is important that the home care package provider records the reason for you not having signed an agreement in place and the basis of the care that you are getting.

3. The process of negotiating an agreement

Ask questions	You should read carefully through the agreement and ask questions on anything that you do not understand. The provider has the responsibility to help you understand the terms of your home care agreement.
Negotiating fees and charges	Some fees and charges can be negotiated. It is advisable to do some research before signing an agreement. The <i>My Aged Care service finder</i> includes a list of providers including some of their fees and charges. You can use this

	information to make comparisons to ensure you are getting value for money.
Advocacy and Complaints	<p>If you have any concerns it is important to discuss them with your provider. If you are not satisfied with the provider's response you may choose to involve a representative or someone to advocate on your behalf. You should be provided with information about the National Aged Care Advocacy Service 1800 700 600 and the Aged Care Complaints Commissioner 1800 550 552.</p> <p>Please note the Aged Care Complaints Commissioner deals only with complaints from consumers who are in receipt of Government subsidised home care services.</p>

4. Other issues to consider

These items may be included in your home care agreement. Ask your provider to fully explain these.

Choice of Service provider	The process by which you can choose a different company to perform tasks such as personal or domestic care. The provider should give you a list of their "preferred providers". However, it is your right to choose.
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5. Resources and references

For further information

My Aged Care (Government Portal for Aged Care - including service finder)

www.myagedcare.com.au

Home Care Today

www.homecaresociety.org.au

National Aged Care Advocacy Program

Tel: 1800 700 600

Aged Care Complaints Commissioner

www.agedcarecomplaints.gov.au

Legislation relating to Aged Care and Home Care Packages include:

- [Accountability Principles 2014](#)
- [Aged Care \(Transitional Provisions\) Principles 2014 – made under the Aged Care \(Transitional Provisions\) Act 1997](#)
- [Allocation Principles 2014](#)
- [Approval of Care Recipients Principles 2014](#)
- [Approved Provider Principles 2014](#)
- [Classification Principles 2014](#)
- [Committee Principles 2014](#)
- [Complaints Principles 2014](#)
- [Extra Service Principles 2014](#)
- [Fees and Payments Principles 2014 \(No.2\)](#)
- [Grant Principles 2014](#)
- [Information Principles 2014](#)
- [Quality of Care Principles 2014](#)
- [Records Principles 2014](#)
- [Sanctions Principles 2014](#)
- [Subsidy Principles 2014](#)
- [User Rights Principles 2014](#)