



home**care**today

Your resource hub for new ideas
and choices in home care

CONSUMER'S GUIDE TO HOME CARE AGREEMENTS

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[www.home**care**today.org.au](http://www.homecaretoday.org.au)

An initiative of

COTA

For older Australians



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ABOUT THIS GUIDE

This guide has been prepared for consumers of Home Care Packages. Since 1 July 2015 all Home Care Packages are delivered on a Consumer Directed Care (CDC) basis.

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 Whitmee in drafting the document and the input of the Home Care Today Consumer Project Consultation Group.

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 is not intended as legal or financial advice. This website should not be the only source of information for 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 organisation's particular situation.

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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:

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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 care recipient” in official documents.
Home care provider	The organisation approved by the Department of Social Services as suitable to provide Home Care Packages. In the agreement, provider is referred to as “an approved provider”.
Consumer Directed Care (CDC)	Allows you to make choices about services and equipment that you think would help.

2. What is included in a *home care agreement*?

What must be included in the Agreement	What this means for you
Start date	This is the date that the Home Care Package services begin.
Level of Home Care Package	When you had your Aged Care Assessment, the team decides which level of Home Care Package you are eligible for. There are 4 levels: Level 1 and 2 are lower level, while Levels 3 and 4 are for people with higher needs.
The <i>home care agreement</i>	A document between you and your home care provider that must comply with Government requirements, and states the care and services that will be provided to you.
Advocacy	You can choose to ask for an advocate, or someone you know to be with you while you have the <i>home care agreement</i> explained to you.
The care plan	The <i>home care agreement</i> must state that you will receive a Care Plan. Your provider will work with you to help in deciding what care and services you need and want. Your budget will determine how many of these services you can access through your package.
Changes to the care plan	Changes can be made by mutual consent between you and your provider. Your provider will let you know how you can make these changes.

<p>Statement of fees</p>	<p>A statement of the fees that you must pay for your Home Care Package will be given to you by the provider. These fees are set by the Government. You can contact My Aged Care (phone 1800 200 422) or visit their website www.myagedcare.gov.au for more information about the two types of fees and how these are worked out. You can use their fee estimator to estimate what you will need to pay. The government has a hardship provision in place for anyone who has difficulties paying the fee.</p>
<p>Individualised budget</p>	<p>You will be given a budget in your <i>home care agreement</i>. The budget tells you the income (government subsidy and your contribution) and the expenses. From this, you will be able to see what you can afford (or not afford) in the way of services. Your budget may show a contingency fund amount which should be negotiated with you and is not compulsory.</p> <p>The expenses should align with your goals, needs and preferences.</p>
<p>Monthly statement</p>	<p>This itemises how the funds in your package have been spent in the last month. Any unspent funds will accumulate for however long you have the package with your provider.</p>
<p>The Charter for Care Recipients' Rights and Responsibilities</p>	<p>This document must be given to you. This tells you about how you must be treated, about your rights (legal, personal and consumer), and your responsibilities. This includes your right to choose which organisation (or individual) provides the services. It also sets out how the provider must act towards you.</p>
<p>Confidentiality and privacy</p>	<p>You have the right to confidentiality and privacy. The <i>home care agreement</i> must state your rights in these matters. You can request a copy of the provider's privacy policy. This outlines how your information is kept secure. The provider should ask your permission, if they wish to access information from doctors, hospitals or other organisations involved in your care.</p>
<p>Security of tenure</p>	<p>This means that the provider must guarantee to continue all the care and services outlined in the <i>home care agreement</i> so long as all the conditions are met by you.</p>
<p>Suspending services</p>	<p>You can suspend the services at any time if you advise the provider. It is best to put it in writing. However, your provider might accept a verbal request from you. You are guaranteed that your package will continue.</p>
<p>Termination of the agreement</p>	<p>You, or the provider, can terminate (end) the <i>home care agreement</i> by giving notice in writing. The provider can end the <i>home care agreement</i> only in certain circumstances, and must act within the law.</p>

Complaints	You can make a complaint without fear of reprisal. This is your right as a consumer. Your provider has a duty to inform you of the process for raising issues that concern you.
Financial transparency	You can request a copy of your provider's financial position. This is available to you so you can feel confident that the provider has sufficient funds to continue to fund all the services in the <i>home care agreement</i> .

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.
Signing your agreement	You can choose not to sign the agreement if you disagree with certain clauses, are struggling to understand it or are feeling uncomfortable about the agreement. However, by accepting services you are agreeing 'in principle' to the basis of service provision outlined in the provider's standard agreement. You should ensure any points of disagreement are documented by the provider and continue to work through these issues.
Interpreters	If your first language is not English and you require an interpreter to assist with the negotiation of your <i>home care agreement</i> you should request this from your provider. They are able to access the Government's National Translating and Interpreting Service for free to assist you to negotiate your <i>home care agreement</i> with your provider.
Advocacy and complaints	<p>If you have any concerns speak to your Home Care Package provider about their complaints process.</p> <p>If you are not satisfied with the provider's response you may choose to involve a representative or someone to advocate on your behalf and/or The National Aged Care Advocacy Service in your State or Territory on 1800 700 600</p> <p>If the issue still cannot be resolved contact the Aged Care Complaints Scheme on 1800 550 552 or you can write to:</p> <p style="text-align: center;">Aged Care Complaints Scheme Department of Social Services GPO Box 9820 (Your capital city and state/territory)</p> <p>Your home care agreement should include the contact details for these organisations.</p>

NOTE: The **Aged Care Complaints Scheme** can only deal with complaints from consumers who are already receiving a Home Care Package. However, you can contact them if you are unhappy about the way your agreement was negotiated or if you felt pressured to sign your *home care agreement* without adequate information or discussion.

*You can have a choice of services to meet your care and support needs.
Speak to your provider about what services are available.
A schedule of care and services is included in the
Quality of Care Principles 2014 (Schedule 3, Part 1)
Your provider can give you a copy of what is included and what is excluded.*

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.
Cancellation policy	The provider should specify the notice period (number of hours) required for cancellation of service without the service being charged to your package.
Provision of equipment	The provider should state whether equipment they provide to you is on loan, hired, or if the item is purchased with the funds from the package.
Right of entry	This section explains the provider’s actions that will be taken if the usual access is not available e.g. if you do not answer the door.
Casual services	Details of how you can organize a one-off service or purchase.

5. Resources and references

The [Guide to Aged Care Law](#) contains all legislation relating to Home Care Packages including the following documents:

- Aged Care Act 1997
- User Rights Principles 2014
- User Rights Principles Amendment 2015
- Quality of Care Principles 2014.

You can also find further information in [Home Care Today’s Frequently Asked Questions on our website at \[www.homecaredtoday.org.au\]\(http://www.homecaredtoday.org.au\)](#).

For more information on aged care services contact [My Aged Care](#) on 1800 200 422 or visit www.myagedcare.gov.au