

Home Care Agreement

This Agreement is made and entered into by and between **ACare WA** ABN 65 648 778 581 of PO Box 718, Denmark WA 6333 and the consumer, _____,
for the provision of services on the terms and conditions which follow.

You and ACare WA agree that:

- This Agreement will come into effect on the Commencement Date of _____.
- If no Commencement Date is specified, this agreement will come into effect on the date the Care Plan is finalised and sent.
- You will not be charged any set up fees, exit fees or basic daily care fees.
- Your Income Tested Care Fee is determined by Services Australia. If you are assessed by Services Australia as needing to pay the Income Tested Care Fee, you agree to pay it.

Agreement Overview

This Agreement sets out how ACare WA will provide Package Management, Care Management and Care Co-ordination services on a "consumer-directed care" basis. This means services will be provided to you in a way that supports your independence and social & economic participation and enables you to exercise choice and control in the planning and delivery of your Home Care Package.

ACare WA will charge a fee for this service as defined in this appendix to this agreement.

Your Obligations

You must:

- provide us information we need to properly deliver care and services;
- update us as soon as possible if there is any change to your care needs;
- pay any fees owing under this agreement, including the Income Tested Fee and/or additional fees required because of budget overspend or voluntary contributions;
- respect the rights of aged care workers to work in a safe environment that is free from violence, harassment and abuse;
- treat our personnel and care partners with courtesy and respect;
- cooperate with us to develop and update your Care Plan and budget for the purposes defined in this agreement;
- ensure the location where services will be delivered can be safely accessed;
- enter into service agreements with all providers of ongoing in-home services; and
- ensure that Third Party Providers engaged by you are engaged in accordance with the requirements set out in this agreement.

Our Obligations

ACare WA must:

- support your independence, social and economic participation;
- enable you to exercise choice and control in the pursuit of your goals and the planning and delivery of your Home Care Services;
- act in accordance with the Charter of Aged Care Rights and the Aged Care Quality Standards;
- provide you with a copy of your care plan and care budget, including any updated copies if changes are made;
- provide you with a statement of your available funds and expenditure each month for the care and services delivered during that month;
- take all reasonable steps to protect the privacy and confidentiality, as far as legally permissible, of information provided by you; and
- provide you with a copy of our most recent audited accounts relating to the delivery of your Home Care Services within seven days of your request.

Package Management Services

Package Management is a service that supports the delivery of a Home Care Package.

ACare WA will pay all invoices for budgeted expenditure from your Home Care Package and provide you with a monthly statement summarising expenditure. If an expense is not in your Care Budget, or exceeds the amount in your available funds, you will need to pay for this directly.

ACare WA is responsible for the collection of any Income-tested fees which are determined by Services Australia. You agree to sign our Pre-Authorised Debit Agreement to arrange stream-lined collection of this payment. You may request that an amount be confirmed prior to pre-authorised collection.

Care Co-ordination

Through our Care Co-ordination model, ACare WA will provide you with care coordination services. This service includes the sourcing, engagement and ongoing management of third-party providers or workers to deliver the services in your Care Plan and Budget.

To allow us to provide this service, you authorise us to act on your behalf for the purpose of engaging with each third-party provider or worker in a way set out in this agreement.

Care Management Services

Care Management is a service every care recipient must receive to ensure safe and quality care.

ACare WA will work with you to develop your individual Care Budget, which will contain the amount of your Home Care Package subsidy and any supplements, ACare WA's fees, and the planned expenditure from your Care Plan.

The Care Management Services provided to you by ACare WA includes consulting with you and/or your representative to prepare and develop a written care plan based on your individual goals, needs and funding.

Your Care Plan will include the services you have chosen to receive, and the way they will be provided. Each service must be an approved inclusion in Schedule 3 of the Quality-of-Care Principles 2014 or assessed as an acceptable use of package funding by ACare WA. If you elect to receive services that are not approved either by legislation or by ACare WA, and/or are not specified in your Care Plan or Care Budget, you will need to fund them privately.

Your Care Plan will be reviewed as your needs and goals change, and at least once every twelve months.

Care Plan

A care plan is a document that defines the package of care and services that a care recipient may receive using their package budget. The assessment and planning has a focus on optimising health and well-being in accordance with the assessed care needs, goals and preferences of the consumer.

For each care recipient, ACare WA needs to be able to demonstrate assessment and planning that:

- includes consideration of risks to the care recipient's health and well-being to inform the delivery of safe and effective care and services;
- identifies and addresses the care recipient's current assessed care needs, goals and preferences, including advance care planning and end of life planning if the care recipient wishes;
- is based on ongoing partnership with the care recipient and others that the care recipient wishes to involve in assessment, planning and review of the care
- recipient's care and services; and
- includes other organisations, and individuals and providers of other care and services that are involved in the care of the care recipient.
- Each product or service included in your Care Plan must be an approved inclusion as contained in Schedule 3 of the Quality of Care Principles 2014 and cannot be an excluded item as set out in that schedule.

ACare WA will take all reasonable steps to accommodate your service preferences, however, we may, decline a request in circumstances where:

- we believe it may cause harm or pose a threat to your health and/or safety, or that of our Personnel, or a Third-Party Provider Worker;
- it is outside the scope of the Home Care Package program;
- we would not be able to comply with our responsibilities under the Aged Care Act or other laws;
- there have been previous concerns with your suggested Third-Party Provider;

- the proposed Third-Party Provider does not meet our mandatory requirements;
- the Third-Party Provider does not meet the standards under this Agreement or as required by ACare WA;
- providing the Home Care Service will result in a possible compromise of your health and wellbeing;
- the Home Care Service is unavailable or neither you or we are able to secure a suitable Third-Party Provider; or
- the cost of the Home Care Service is above the available funds within your Home Care Package.

Workforce

Your Home Care Services will be delivered through:

- Third Party Providers engaged directly by you; or
- Third Party Providers engaged by us to provide you with those services.

You must not engage any family members to be a Third-Party Provider unless:

- there are extraordinary circumstances; and
- you have prior written approval from ACare WA; and
- you and the family member submit supporting evidence and a conflict of interest form.

You must ensure:

- all Third-Party Provider Workers and Third Party Providers must be appropriately skilled and qualified to meet your care needs in accordance with your Care Plan and as approved by us; and
- all Third-Party Provider Workers and Third Party Providers meet the mandatory requirements imposed by ACare WA and the Aged care industry. These requirements are regularly updated in-line with industry standards, mandates, legislation and regulations and can be provided to you on request at any time; and
- all Third-Party Providers will remain ultimately responsible for the delivery of safe and quality care and services in accordance with the Aged Care Quality Standards; and
- all Third-Party Providers comply with the ACare WA Policies and Procedures in the provision of the Third-Party Provider Services; and
- all Third-Party Provider Workers and Third Party Providers comply with the Code of Conduct (the Code) for Aged Care to improve the safety, health, wellbeing and quality of life for people receiving aged care.

You acknowledge, agree and authorise ACare WA to suspend or terminate the provision of any Third-Party Provider Services where ACare WA reasonably believes the provision of the Third Party Provider Services:

- will result in a possible compromise of your health and wellbeing; or
- will result in a breach of this Agreement or a breach of the Aged Care Act or other applicable law.

Feedback and Complaints

You are entitled to provide any feedback and make any complaints relating to the delivery of your Home Care Package without fear of retribution. If you are unsatisfied with any aspect of the delivery of your Home Care Package you should tell us as soon as possible.

If you are not satisfied with the outcome of a complaint, you can contact the Aged Care Quality and Safety Commission and request a review of our process or decisions.

Fees

Our Fees for Care and Package Management services are defined in the pricing schedule provided as an attachment to this agreement. Any variation to this fee will be required to be otherwise agreed and recorded in writing.

Our fees will increase automatically in line with funding increases from the government subsidy, primarily due to, but not exclusive to, CPI increases or changes in package level.

Any other changes to fees, will be communicated to consumers by providing at least thirty (30) days' notice in writing in relation to any changes to fees.

Package Leave

If you intend to take leave from your package, you must let us know as soon as possible as it may affect your Home Care Package subsidy and what services can be provided to you.

Leave may be for respite care, hospital admission, transition care or social leave. If your leave relates to an unexpected hospital admission, please ask a member of your care circle to notify us of your admission.

Termination by you

You may terminate this agreement for any reason with fourteen (14) days written notice. On termination you will not be charged any administration fees or exit fees.

This Agreement automatically terminates:

- if we cease to be an approved provider under the Aged Care Act; or
- on your death.

If there are fees outstanding to ACare WA at the date of termination, you will be required to pay any outstanding amounts. We may elect to adjust the client-contributed amounts upon termination to cover this liability.

Security of Tenure

The Aged Care Act 1997 requires ACare WA to ensure your security of tenure. We may terminate this agreement with fourteen (14) days' written notice if:

- you are no longer able to, in our reasonable opinion, effectively have your services delivered on a consumer-directed basis;
- your condition changes to the extent that you either no longer require home care services, or your needs can be more appropriately met by other types of service or care;
- you advise us in writing that you are moving to a location where we do not provide services;

- we consider that you cannot be properly cared for in the community with the resources available to us;
- you do not meet your responsibilities under the Home Care Agreement
- you do not or are unable to provide a work environment that is safe for our personnel, which is free of abuse (including from friends or family members);
- you do not pay any Income Tested Fees when they fall due; or
- you are continually verbally abusive or putting our staff or subcontractors in an environment which we deem to be unsafe or un-hospitable.

We will continue to manage your Home Care Package in this transitional period and can assist you with appointing an Aged Care advocate if required.

Variation

This agreement can be varied by mutual consent, provided the proposed variation is consistent with legislation. All variations must be in writing and signed by both parties.

Consumer Representative

You agree that the any representative references on your My Aged Care profile will be authorised to communicate with ACare WA about your care needs and support you to deliver your services on a consumer-directed basis.

Your Consumer Representative may participate in meetings and decision-making relation to the delivery of your Home Care Package, so long as they continue to ensure that the home care package is delivered on a Consumer-Directed Care (CDC) basis.

You agree, and unless otherwise notified by you, that if we receive a request from your Consumer Representative to do something, or to provide information about you, we may treat this as a request for action or information received from you.

Signed for and on behalf of ACare WA Pty Ltd

Signed by the Consumer/Authorised Representative

Signature

Signature

Name

Consumer Name

Date

Date

Annexure B – Fees

Coordination Fee: ACare WA - 12%

Fully Managed Care

Home Care Package level	Level 1	Level 2	Level 3	Level 4
Government subsidy rates				
Basic Daily Care Fee¹	Nil	Nil	Nil	Nil
Daily	\$29.28	\$51.49	\$112.07	\$169.90
Weekly	\$204.96	\$360.01	\$787.49	\$1,189.30
Fortnightly	\$409.92	\$720.02	\$1,574.98	\$2,378.60
¹ A Basic Daily Care Fee may be applied when you need additional hours of support. Your Care Manager will discuss this with you in these circumstances. NOTE: The Government contribution changes on 1 July every year . These figures are up to date as of 1 January 2025 .				
Management Rates				
	Care Management Trilogy	14%	Package Management Acare WA	12%
Schedule of Fees	Level 1	Level 2	Level 3	Level 4
Care Management (14%)				
Daily	\$4.10	\$7.21	\$15.69	\$23.79
Weekly	\$28.69	\$50.40	\$110.25	\$166.50
Fortnightly	\$57.39	\$100.80	\$220.50	\$333.00
Package Management (12%)				
Daily	\$3.51	\$6.18	\$13.45	\$20.39
Weekly	\$24.60	\$43.20	\$94.50	\$142.72
Fortnightly	\$49.19	\$86.40	\$189.00	\$285.43
Total Schedule of Fees: 26%				
Daily	\$7.61	\$13.39	\$29.14	\$44.17
Weekly	\$53.29	\$93.60	\$204.75	\$309.22
Fortnightly	\$106.58	\$187.21	\$409.49	\$618.44
Home Care Package level	Level 1	Level 2	Level 3	Level 4
Hours Fully Managed by provider				
Approx no. hours per week	2h	4h	9h	14h

Homecare Services

Schedule of Hourly Rates	Standard (6am – 8pm)	Night (8pm – 6am)	Saturdays	Sundays	Public Holidays
Government subsidy rates					
Personal Care - Hourly	\$90.00	\$120.00	\$120.00	\$150.00	\$174.00
Personal Care - 30 min	\$66.00	\$80.00	\$80.00	\$100.00	\$108.00
Cleaning & Household Tasks	\$80.00	\$95.00	\$101.00	\$140.00	\$170.00
Social Support	\$80.00	\$95.00	\$101.00	\$140.00	\$170.00
In Home Respite	\$80.00	\$95.00	\$101.00	\$140.00	\$170.00
Nursing	\$145.00	\$155.00	\$168.00	\$234.00	\$299.00
Light Gardening ²	\$96.50	N/A	\$144.50	\$192.50	N/A
Non-standard Care Management	\$119.00	\$150.00	\$150.00	\$210.00	N/A
Palliative Care	\$90.00	\$120.00	\$120.00	\$180.00	\$175.00
Palliative Care Once off Set Up	\$500.00	N/A	N/A	N/A	N/A

² This will vary based on size of property and nature of work required. Prices are discussed and agreed on with the contract with support worker. This is a guide.

Allied Health Services

	In Clinic			In Home			
	Standard (60 minutes)	Initial (60 minutes)	Hourly (60 minutes)	Standard (60 minutes)	Initial (60 minutes)	Initial (120 minutes)	Hourly (60 minutes)
Physiotherapy	Agreed rate	Agreed rate	Agreed rate	Agreed rate	Agreed Rate	N/A	Agreed Rate
Occupational Therapy	Agreed rate	Agreed rate	Agreed rate	Agreed rate	Agreed rate	N/A	Agreed rate
Exercise Physiology	Agreed rate	Agreed Rate	Agreed Rate	Agreed Rate	Agreed Rate	Agreed rate	Agreed rate
Speech Pathology	Agreed Rate	Agreed rate	Agreed rate	Agreed rate	Agreed rate	N/A	Agreed rate

If the rate charged for Allied Health Services is greater than our published rate, we will consult with you and if agreed you will be charged the higher rate.

Nutritionist / Dietetics	Agreed rate	Agreed rate
Social Work	Agreed rate	Agreed rate
Psychology	Agreed rate	Agreed rate

Other Important Information

Schedule of Hourly Rates	
Minimum Service Hours	Personal care visits by Support Workers are for a minimum of 30 minutes. All other services are 1 hour minimum. Services greater than the minimum hours will be billed in 15-minute increments.
Cancellation Fee	If services are cancelled after midday on the day before the scheduled service, a cancellation fee equal to the scheduled service will be charged. Unplanned hospital admissions will be exempt.

Schedule of Hourly Rates				
Kilometres	Kilometres travelled on assisted visits (without or with clients in vehicle) are charged at \$1.10 per km.			
Reimbursements	There will be no reimbursement charge; however, all purchases should be pre-approved by the Care Manager. Capital items will not be reimbursed.			
Sleepovers	The sleepover is charged for an 8-hour duration with minimal interrupted sleep. An additional 1 hour at each end of the sleepover will be charged at the applicable hourly rate.			
	Mon-Thur (10 pm to 6 am)	\$660.00	Fri-Sun (10 pm to 6 am)	\$900.00
24 Hour Care	24 hr care will be charged by negotiation.			
Home Care and Palliative	ACare WA collaborates with Denmark Health Campus and the WAHS Great Southern Palliative care team to ensure clients can receive care and pass away with dignity at home.			
Brokered Services	The cost is passed through at cost when the client elects to use services from another service provider.			
Disclaimers	We reserve the right to review pricing in line with changes to the Social, Community, Home Care and Disability Services Industry Award. Please note rates quoted are exclusive of GST.			

Goods, Equipment, Home Modifications and Assistive Technologies (GEAT).

Goods	
Consumables	Regular consumables approved by a Care Manager and contained within a care plan are payable at cost, whether paid for by the package or via reimbursement.
Home Modifications	
Capital Works	Capital works cannot be reimbursed and must be agreed upon with your Care Manager at an agreed rate prior to the purchase and commitment of funds.
Assistive Technology	
Personal Alarms	Personal Alarms approved by a Care Manager and contained within a care plan are payable at cost and should not be reimbursed.
Equipment	
Capital Items	Mobility aids, beds, lift chairs, mattresses, and pressure care of greater than \$500 in value will not be reimbursed, and the rate must be approved by your Care Manager prior to purchase.

HCP Level	Government Subsidy		Trilogy Care Fees		Total You Pay
	Daily*	Annual*	Care Management	Package Management	Total Fees
			14%	12%	26%
L1	\$29.28	\$ 10,687.20	\$ 1,496.21	\$ 1,282.46	\$ 2,778.67
L2	\$51.49	\$ 18,793.85	\$ 2,631.14	\$ 2,255.26	\$ 4,886.40
L3	\$112.07	\$ 40,905.55	\$ 5,726.78	\$ 4,908.67	\$ 10,635.44
L4	\$169.90	\$ 62,013.50	\$ 8,681.89	\$ 7,441.62	\$ 16,123.51

* The Government Subsidy and Trilogy Fees are subject to small increases in line with inflation. Please see Department of Health for the latest daily amounts.

What your fee looks like over various time periods...

HCP Level	Annually	Monthly*	Fortnightly*	Weekly*	Daily**
L1	\$ 2,778.67	\$ 231.56	\$ 106.87	\$ 53.44	\$ 7.61
L2	\$ 4,886.40	\$ 407.20	\$ 187.94	\$ 93.97	\$ 13.39
L3	\$ 10,635.44	\$ 886.29	\$ 409.06	\$ 204.53	\$ 29.14
L4	\$ 16,123.51	\$ 1,343.63	\$ 620.14	\$ 310.07	\$ 44.17

* Please note: Each time period is estimated using average time periods for each period.

**Please note: Leap years are not used in this comparison.

Declaration

I/We confirm that the above fee calculation is accurate and has been calculated based on the information provided by me/us to Trilogy Care Pty Ltd. I/We undertake to advise Trilogy Care Pty Ltd in writing of any change to the Care Co-ordination Fee within seven (7) days of such change.

Signed by the Consumer/Authorised Representative

Signature

Consumer Name

Date