

Home services pricing and agreements

Navigating changes the right way

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Chapter 1:

Introduction

What is the purpose of this guidance?

This guidance is for home service providers delivering care and service supports through the Home Care Packages (HCP) Program and Commonwealth Home Support Programme (CHSP). This guidance follows on from, and can be read as a supporting piece to, the [Quality and Safety in Home Services – 5 Key Areas of Risk](#) guidance.

It focuses on what is expected of you in setting prices for home services and making changes to home service arrangements including home care agreements.

The guidance:

- describes changes to the aged care legislation in relation to pricing requirements
- supports you to ensure any necessary changes to home service arrangements or agreements are consistent with provider obligations
- supports you to ensure that consumers remain at the centre of the care provided, you operate in partnership with them, and you continue to focus on meeting their needs, goals and preferences.

This guidance draws on the Commission's experience of engaging with home service providers and consumers regarding home care pricing, arrangements and agreements. These issues are commonly identified via enquiries, complaints and compliance issues detected through assessment and monitoring activities.

What changes have been made to provider responsibilities relating to pricing?

There are a number of provisions in aged care law (and other laws) that directly or indirectly relate to home services pricing. This includes:

Legislative changes in 2022-23

1. Capping care management prices and package management prices (HCP).
2. Stopping charges for package management during periods when no services are provided (HCP).
3. Changing employment conditions for some home services workers covered by the Social, Community, Home Care and Disability Services Industry Award 2020 (SCHADS Award) (HCP and CHSP).
4. Stopping exit charges for exiting a home care service (HCP).
5. Stopping providers charging separately for costs associated with the provision of subcontracted care or services (HCP).
6. Strengthening the definition of care management to make clear that care management is a mandatory service that must be provided to each consumer of an HCP.

See [Changes to Administration and Management Charges in the Home Care Packages Program Regulatory Bulletin](#) for more information on how the Aged Care Quality and Safety Commission ('the Commission') regulates provider responsibilities about pricing.

It is your responsibility to ensure that you understand the requirements of the law and put systems and processes in place to ensure those requirements are met.

Provider responsibilities relating to pricing and agreements

Provider responsibilities are to:

- **provide information to assist consumers to choose the best care and services for them** (where these services are reflected in a written care and services plan) – you must not seek to influence consumers to select care and services that are easiest or most economical for the provider to deliver rather than services which are best for the consumer’s assessed care needs
- **provide individualised budgets and clear and understandable invoices** – budgets and invoices must reflect the charges agreed by the consumer and in some cases published by you. Charges cannot be unreasonable or excessive
- **provide timely monthly statements** - that include an itemised list of care and services provided and any unspent home care amounts
- **consult on changes to home service arrangements including home care agreements** – consumers must be consulted in relation to changes and supported to exercise choice when making decisions. Home service arrangements cannot be changed unilaterally, or alterations presented as non-negotiable and made without adequate consultation or agreement
- **understand security of tenure** – you must not cease care and services without cause. For HCP, care and services must not be ceased in circumstances that are not permitted under the security of tenure provisions.

Chapter 2:

Reasonable and transparent pricing

Context

You must ensure your pricing is reasonable and transparent. If your costs change you cannot automatically pass these on to consumers through higher prices or reduced services. You need to first consider other approaches to managing costs without adversely impacting consumers.

Any proposed pricing changes need to be reasonable and in line with the legislation. Proposed pricing changes must be discussed and made in agreement with consumers.

What is expected of you

✔ Reasonable prices

- All care and service prices must be reasonable.
- Your prices should represent value for money.
- Prices must be directly related to the delivery of the assessed care and service needs of consumers.
- You should be able to explain your pricing methodology and provide evidence to inform the prices you charge.

Prices charged must be reasonable

Section 21L of the User Rights Principles 2014 requires that providers must not charge more than is a reasonable amount for provision of care or a service and for certain travel and package management. Providers must not charge more than a reasonable amount for business costs and the cost of providing care or services through a subcontracting arrangement.

✔ Reasonable prices where there are capped prices

- You are also required to charge reasonable prices for services where there are capped price requirements in place.
- You are expected to have a pricing methodology to determine what you charge for these types of services.
- You must not consider the maximum amount you can charge for care management and package management as an indicator of what is considered a reasonable price.
- You must refer to the User Rights Principles for specific maximum daily amounts for care management and package management for each of the levels of HCP.
- You must be responsive to any changes in capped price maximums when they come into effect.

✔ Pricing that is transparent

- If you are a HCP provider you must publish your prices on My Aged Care to enable comparability and consumer choice.
- You must provide your pricing schedule to consumers.
- You must keep your prices up-to-date and only charge the prices in the schedule (unless otherwise agreed and recorded in writing with each consumer).
- Where a consumer has a particular request or need, it may be reasonable to negotiate a different price. You must discuss this with the consumer and record agreement in writing.

✔ Individualised budgets and regular reviews

- If you are an HCP provider you must give a written individualised budget to each consumer of the care and services to be delivered within the available resources of their HCP. The individualised budget must be prepared in partnership with the consumer, in line with the consumer's assessed needs, goals and preferences.
- You must provide a budget that sets out both the Government portion of home care subsidy and the consumer fee portion (this includes the basic daily fee, and income-tested care fee).
- You must include a copy of your pricing schedule with the individualised budget or, where you have negotiated separate charges, the written record of the separate charges.
- You must review the budget (and make revisions if necessary) if there are changes to the care and services to be provided, the costs of providing care and services or if the consumer requests a review of their budget.

✔ Timely consultation with consumers

- You should consider if there are alternative approaches to avoid or minimise price increases.
- If you are proposing changes to prices, you need to clearly explain to consumers why their care and services costs are proposed to increase and if agreed to, when any changes would take effect.
- You must clearly explain potential negative impacts to care and services that will result from the proposed changes.

What you must not do

⊗ Excessive or unreasonable pricing

- You must not set the price of care and services unreasonably more than the cost of delivering those services.
- You must not charge consumers prices for services or products that significantly exceed the price that the consumer could otherwise purchase the service or product for in the general market. For example, if a consumer could purchase continence aids in a supermarket for \$10, they should not be charged \$25 for the same product. Likewise, if gardening services are generally available for \$45 per hour, the consumer cannot be charged \$100 per hour just because they are receiving an HCP.
- You must not charge excessively for services delivered on the weekend or outside of standard business hours. It is recognised that you may charge more for services delivered on weekends, for example, to cover the cost of after-hours loadings. This is permissible where the pricing is reasonable and can be explained through your pricing methodology. The pricing cannot, however, be excessive such that consumers are effectively penalised for requiring services on the weekend or outside standard business hours.

⊗ Separate charges for subcontracting arrangements or for business costs

- You must not separately charge for subcontracting arrangements or for business costs. Any additional costs for these arrangements must be incorporated into package management, care management and/or direct care and service charges per your published pricing schedule. For example, a consumer cannot be separately charged \$10 each time a subcontractor is utilised. Likewise, a provider cannot charge a consumer \$3 for printing an individualised budget and posting it to a consumer.

⊗ Charge different or excessive prices for subcontractors

- You must not set different pricing based on who is providing the service. Where you use both employees and third parties (subcontractors) to deliver the same types of services to consumers, the same pricing must apply regardless of who is delivering the service. The consumer should not be disadvantaged based on your business model.
- You should not pass on excessive costs to consumers where the cost is a result of a subcontractor seeking premium rates (including where there might be workforce shortages). You should not simply engage these subcontractors on the subcontractors' terms and pass on the excessive costs to consumers. Engagement of subcontractors and their different charging rates should be considerations included in your pricing methodology as these prices must still be reasonable.
- Even though subcontractors may not be an approved provider, and therefore not bound by aged care pricing requirements, the reasonable pricing requirement (section 21L of the User Right Principles) extends to what a consumer is charged for a subcontracted service.

- You cannot pass on to a consumer the prices and terms set by a subcontractor. You are responsible for setting prices.
- You are expected to seek alternative arrangements and negotiate with subcontractors to enable reasonable pricing.

⊗ Deceptive pricing

- You must not disguise any price increases. If you increase a price, regardless of whether the net charge to consumers stays the same (i.e., increasing care management prices but eliminating third party charges), you must continue to meet your provider responsibilities when varying home service arrangements or home care agreements.

⊗ Unreasonable 'rounding up' of time spent

- You must not unreasonably 'round up' the time taken to deliver care and services. For example, if a consumer is receiving and paying for one hour of care and the care delivery actually takes one hour and 15 minutes, you must not charge for two hours.

⊗ Charging consumers for services that have not been delivered

- You must not charge consumers for services that have not been delivered. For example, if a care worker is unavailable for a particular shift and service delivery does not occur, the consumer must not be charged.

Unfair terms and unconscionable dealings

In addition to aged care law, providers need to consider relevant regulatory guidance under consumer protection laws. Refer to the Australian Competition and Consumer Commission (ACCC) for more information on what constitutes unfair (or one-sided) terms in standard form contracts (e.g. home care agreements).

Chapter 3:

Consumer consultation and consent including for home care agreements

Context

You might need to change home service arrangements or home care agreements from time to time. Changes must be done in consultation with the consumer (or their authorised representative) and with their consent. Any changes should be discussed with the consumer to ensure they understand what the changes mean for them.

You must ensure consumers have the right information to support them to consider their options, express preferences, make choices and exercise control over the care and services they receive. This is critical for the delivery of consumer directed care and services.

Consumers should be encouraged and assisted to access independent advice, advocacy services, and complain or give feedback without fear of reprisal.

What is expected of you

You must support consumer choice and independence

The Aged Care Quality Standards require providers to:

- support each consumer to exercise choice and independence including for decisions about how their care and services are delivered – see Standard 1(3)(c)
- provide information that is current, accurate, timely and communicated clearly and in a way that is easy for the consumer to understand and exercise choice – see Standard 1(3)(e).

The Charter of Aged Care Rights gives consumers the right to:

- be informed about their care and services in a way they understand
- have control over and make choices about their care.

✔ Undertake meaningful consultation with consumers

- You must genuinely and actively engage with consumers when establishing or negotiating changes to their home service arrangements so they can exercise choice and independence.
- You must engage with consumers regarding changes to home care agreements. If you are proposing a change, you need to provide clear and accurate information about:
 - why the change is needed. This needs to be an accurate representation of the reason for the change
 - what the proposed new terms or prices are and what it means for the consumer
 - when the proposed new terms or prices start
 - who in the service to contact to discuss the proposed changes
 - what other options are open to consumers if they do not agree to the changes proposed.
- You must consult with an authorised representative, whether at the request of the consumer or formally appointed.

✔ Allow time for consumers to consider their options

- You should take the consumer's situation into consideration when planning when and how you consult with them.
- You should factor in a reasonable consultation period as consumers need to be given reasonable time to respond to proposed changes.
- You should attempt to negotiate a mutually acceptable arrangement, that considers all available options, in a respectful way. Consumers have the right to negotiate. Changes cannot be unilaterally imposed.

✔ Communicate in a way that is clear and culturally safe

- You must ensure that information provided to consumers is current, accurate, timely and communicated in a way that is clear, easy to understand and enables them to exercise choice.
- You must communicate in a way that is appropriate to consumers when negotiating changes to home service arrangements or home care agreements. This might mean talking them through proposed changes and leaving draft documents with them to consider. It may also mean having follow-up discussions to address any questions.
- You must consider whether special measures are needed. For example where:
 - the consumer is experiencing cognitive decline or impairment. Dementia Australia have a range of resources to inform communication approaches.
 - the consumer has limited English language proficiency. Information should be provided in their language of choice. Translating and Interpreting Service can assist with this.
 - the consumer has cultural communication needs or preferences.

✔ **Encourage and assist consumers to seek advice or support**

- You should assist consumers to seek information and advice, or support to exercise their choice and agency. While it is your responsibility to fully explain proposed changes to home service arrangements including home care agreements (in a way that the consumer understands), some consumers will not feel confident signing complex agreements in the absence of independent advice. Equally some consumers may not feel comfortable raising any concerns they have about the home care agreement with providers.
- You must support and encourage consumers to understand and exercise their rights.
- You must accommodate any requests from consumers to involve a trusted family member or friend to help them understand.

Advocacy supports and complaints processes: rights and responsibilities

The User Rights Principles require providers to:

- support the consumer to understand the Charter of Aged Care Rights by giving them a copy and assisting them to understand it.

The Charter of Aged Care Rights provides that consumers have a right to:

- have a person of my choice, including an aged care advocate, support me or speak on my behalf
- complain free from reprisal, and to have complaints dealt with fairly and promptly
- exercise my rights without it adversely affecting the way I am treated.

The Aged Care Quality Standards require providers to:

- ensure consumers are made aware of and have access to advocates, language services and other methods for raising and resolving complaints – see Standard 6(3)(b)
- encourage and support consumers, their families, friends, carers and others to provide feedback and make complaints – see Standard 6(3)(a).

✔ **Record engagement and consent**

- You should keep records of your engagement and consultation with consumers.
- You must ensure that care and services plans and home care agreements reflect what has been agreed with the consumer.
- You must provide care and services plans and home care agreements to the consumer.
- You must ensure that changed arrangements are current. Where the consumer understands and consents to changed arrangements without signing a variation (and this can be evidenced), the changes may be considered as being 'in place'.

If changes to a home care agreement are not signed by both parties, mutual consent may be evidenced by:

- a copy of the agreement offered to the consumer (retain a record of how it was sent and received)
- a file note of the discussion with the consumer about the basis of the varied agreement including the date the discussion took place, how it took place and that it was accepted)
- demonstrating the package of care and services is being delivered as agreed.

What you must not do

⊗ Changing home care agreements without adequate consultation and consent

- You must not expect a consumer to provide consent unless they have been given accurate information to make an informed decision.
- You must not change an agreement without supporting consumers to understand the impacts associated with the proposed changes to their agreement, their options and their rights. Providing a consumer with a notice of change or variation is not sufficient to demonstrate you have consulted and gained consent.

⊗ Presenting the proposed change as an ultimatum or non-negotiable

- You must not present consumers with amended care and services plans or varied agreements and tell them they are non-negotiable.
- You must not deny consumers their right to direct the care and services they need and to negotiate the terms of an agreement.

⊗ Using threats, pressure or unfair tactics to secure consent

- You must not threaten to cease delivering services or issuing ultimatums if certain changes are not agreed to. It is in breach of aged care law and may also put you in breach of consumer protection laws which prohibit unfair tactics and unconscionable dealings.

⊗ Misleading consumers about why the changes are being made

- You cannot misrepresent the reasons why you are making changes to care and services arrangements (including increases in prices). For example, consumers must not be misled into believing that a minimum two-hour shift engagement for employees requires a consumer to receive a two-hour minimum service. This type of arrangement is inconsistent with pricing transparency requirements.

Chapter 4:

Delivering care and services consistent with consumer needs, goals and preferences

Context

You are required to act in the best interests of consumers, to deliver person-centred care, and ensure that their care needs are met within the resources available. The care and services you coordinate or provide must be consistent with the consumer's assessed needs, goals and preferences.

What is expected of you

✔ Understand and deliver to the consumer's care and services needs, goals and preferences

- You are expected to partner with consumers to regularly review their care needs, goals and preferences. Each consumer's care and services needs, goals and preferences will change over time.
- You must monitor risk to consumer's health, safety and well-being, and have review processes in place, including where a change in their condition or circumstances occurs.
- You are encouraged to proactively discuss and explore how their needs, goals and preferences can be better met. A consumer can also initiate a review of their home service arrangements at any time.

Assessment and planning of consumer care and services needs, goals and preferences

See the Commission's [Quality and Safety in Home Services – 5 Key Areas of Risk guidance](#) to assist you to understand how you can undertake effective assessment and planning to meet your consumers' care needs, goals and preferences. In particular, refer to Chapter 3 Care Planning and Assessment, for more information.

✔ Effective workforce planning

- You should have effective workforce plans to ensure you have a workforce that can meet the care needs of your consumers.
- You must ensure your workforce planning addresses how you coordinate services between consumers to ensure you maximise cost efficiencies.
- You must ensure your workforce planning always considers short term and long-term availability issues and outlines relevant contingencies to deal with those issues.

See the Commission's [Workforce Governance and Management](#) fact sheet for providers for more information.

Case study

A consumer has a regular personal care service for showering at 9am every Wednesday. The provider contacted the consumer to let them know that there are no longer staff available at 9am every Wednesday, so the service will now be delivered at 11am every Wednesday.

The consumer is not happy with this because it means they are no longer able to attend the local art group that starts at 10:30am each Wednesday.

✔ Good practice

- You explain the staffing challenges and confirm that you are actively seeking to find available workers to fill the timeslot.
- You partner with the consumer to explore a range of options including an earlier time for the appointment on the same day.
- If no other suitable time can be found, you work with the consumer to explore subcontracting the service or finding another provider.

✘ Poor practice

- You fail to value the consumer's social and cultural engagement at art group as being important to health and wellbeing.
- You present the proposed change as non negotiable.
- You fail to explore alternative service delivery options such as using a third party to deliver the service.
- You cease to provide the service.

✔ Make best use of each consumer's package and the supports available

- You must partner with the consumer to choose and design the delivery of care and services that make best use of their HCP level or CHSP supports.

✔ Ensure that where care or services cannot be delivered, any risks to the consumer are managed

- You must ensure that, in circumstances where care or services are unable to be delivered as scheduled, you have systems and processes in place to understand the risks to each individual consumer. For example, where a worker is unwell or otherwise unavailable to deliver care and services.

In some cases, there may not be a risk to the consumer if the delivery of care or services is rescheduled. For example, if cleaning or gardening occurs at a different time. However, for other consumers who may be dependent on the care and services to meet essential and complex needs, there may be significant risks if the care or service is not delivered or is not delivered on a series of occasions. This might include, for example, if the consumer is dependent on the provider for food or for clinical care such as wound management or medication administration.

What you must not do

⊗ Delivery of care or services that are inconsistent with the consumer's needs, goals and preferences

- You must not deliver services which are not 'fit for purpose' or do not deliver the outcomes that you and the consumer agreed to.
- You must not add unnecessary additional time to services where the actual time to deliver the service is less (for example, charging unrealistic times for showering services).
- You must not impose minimum timeframes that are inconsistent with consumer need (for example, two-hour minimum service blocks).
- You must not create care and service arrangements where you over-service the consumer beyond their assessed care and service needs.
- You must engage in two-way negotiation with the consumer where you need to reasonably schedule services within the context of your available workforce

Case study

Following complaints by consumers, the Commission undertook an assessment contact to examine a provider's approach to pricing and services. Through interviews with consumers, the Commission identified that some had been pressured to accept two-hour service blocks with no assessed need for that period of care. This was confirmed through the review of consumer records.

The Commission also identified that there was insufficient consultation undertaken with consumers before changing the terms of the agreement, that did not align with the requirements under the User Rights Principles for a home care agreement.

Rather than unilaterally increasing the service time without identification of an assessed need and consultation with the consumer, the provider should have looked at other ways to manage its resources.

Ways that providers can manage resourcing could include:

- more efficient scheduling and rostering arrangements (for example, multiple consumers in one shift, minimising broken shifts, scheduling more than one service type per consumer visit; peak-time rostering)
- combining other work activities in the worker's minimum shift (for example, care plan documentation, supervision)
- looking at the geographical locations consumers are located to better coordinate staff.

⊗ Replacing essential services with alternative, lower cost or more easily resourced services

- You must not coerce the consumer into receiving services that are not needed or wanted simply because you have the staff available to provide these alternative services. If a consumer has been assessed as needing essential care, you must provide these services.
- You must not, for example, increase the amount of cleaning or gardening services provided instead of delivering nursing or other services that are needed.

Safe and effective services provided with care and skill

The Aged Care Quality Standards require that each consumer receive safe and effective:

- care that is tailored to their needs and optimises their health and wellbeing – see Standard 3(3)(a)
- services and supports that meet their needs, goals and preferences – see Standard 4(3)(a).

Chapter 5:

Ceasing home services

Context

Provider-initiated cessation of care and services is intended to be a measure of last resort and may only be used in limited, prescribed circumstances where all other avenues have been assessed. You must not threaten or cease to provide care and services to a consumer simply because you cannot agree on proposed changes to home service arrangements.

There may be circumstances where a consumer wants or needs to move to another provider. You are expected to help them to exercise their right to change providers and facilitate a smooth transition.

What is expected of you

☑ Understand your responsibilities in relation to security of tenure

- You must provide security of tenure which means that you must deliver the agreed care and services for as long as the consumer needs those services. You may only stop delivering home care where the requirements under the User Rights Principles are met.

If you do cease services, you may be required by the Commission to provide an explanation.

☑ Support consumers to find a new provider

- You must support consumers to explore options to transfer their care to a new provider. It is a consumer's right to move providers, for any reason. They also have the right to choose their new provider. The home care program has been designed to support consumers to exercise choice in selecting their providers at any time.
- You should make it clear to the consumer that, if you identify a suitable provider that meets their care needs, they are under no obligation to join that provider and that it is entirely their choice.

No exit amounts

HCP providers can no longer charge an exit amount if the consumer transfers to another provider, even if the consumer has previously agreed to it.

✔ Facilitate continuity of care and services when there is a change of provider

- You must facilitate continuity of care and services when consumers move between providers. With the consent of the consumer, this could include:
 - three-way meetings between the existing and new provider and the consumer
 - discussing proposed service cessation dates with the existing provider and commencement dates with the new provider (to reduce the risk that there will be a period when the consumer receives no services)
 - discussing information that can be shared between providers to support continuity of care.
- You must ensure that all the consumer's care documentation including the care and services plan are current to minimise any risks to consumer health and well-being.

HCP requirements

Home care agreements must include the conditions for ceasing services. These conditions should include the notice period for ceasing services.

Case study

ABC Services is proposing to increase its hourly price for personal care by \$7 per hour. ABC Services has carefully worked out the pricing and considers their proposed pricing changes are reasonable.

ABC Services speaks with their consumers about the proposed pricing changes and the reasons for the changes. One consumer is not happy about the price increase nor the quality or service they have been getting. Despite discussing changes that can be made to the way services are delivered, the consumer continues to be dissatisfied and refuses to agree to the proposed price increase.

ABC Services helps the consumer to identify another provider (Delta Home Care) and continues to provide their services under the previously agreed terms. The two providers and the consumer discuss when services will cease with ABC Services and when services will commence with Delta Home Care to ensure no interruption in care. They also discuss with the consumer the information that will be shared between the providers to support the transition.

✔ Ensure that if a consumer transfers to another provider or dies, they are not overcharged

- You must make sure you are aware of the relevant timeframes for transferring funds in the event that a consumer leaves your service.
- You must finalise invoices and reconcile package funding within the prescribed timeframes when a consumer ceases receiving care and services.

What you must not do**✘ Ceasing care on inappropriate grounds**

- You must not cease home services before ensuring that the decision is justified and sufficient grounds can be demonstrated (including under the security of tenure provisions for HCP).
- You are strongly discouraged from using security of tenure conditions (where a provider states that the consumer cannot be cared for in the community with the resources available) to cancel a home care agreement where a consumer does not consent to change.

Case study

A consumer made a complaint to the Commission that their provider had issued them with a notice to terminate their home care. The consumer needed one hour of service in the morning and one in the evening. The provider had advised that they must agree to receive two-hour service blocks for each visit even though there was no assessed need for that care. Two additional hours of care per day made their HCP unsustainable as the funds would not cover the proposed additional hours.

The Commission contacted the provider to seek a response to the issues raised. The provider was unable to demonstrate appropriate consultation with the consumer, including offering alternative solutions such as reviewing their scheduling or finding another provider who could better accommodate the consumer's needs. The Commission advised the provider that it may be breaching its responsibilities as there were insufficient grounds to terminate the consumer's home care services.

In discussions with the Commission, the provider realised that they had misinterpreted employment award changes and acknowledged that they still had to comply with their provider responsibilities. Based on these discussions, they withdrew the termination notice, restored one-hour services and reimbursed the consumer for the charges for two-hour blocks where there was no assessed care need.

Key terms in this guidance

Term	Meaning
Care and services plan	The plan documented for the consumer in accordance with the Aged Care Quality Standards and User Rights Principles.
Consumer	A person approved under the <i>Aged Care Act 1997</i> as a recipient of aged care or a person receiving services under the CHSP. Also known as a care recipient or a client. It is inferred that where there are ongoing references to consumers, it should be interpreted to also mean the authorised representative for the consumer.
Consumer fees	Home care fees charged to a consumer for, or in connection with, a HCP. Also known as client contributions or fees under the CHSP.
Home care agreement	A legal agreement between the approved provider and consumer, applicable to the HCP program. This agreement sets out the terms and conditions by which providers will deliver care and services.
Home service arrangements	An umbrella term, to describe agreements (such as a home care agreement under the HCP or a home support plan under the CHSP), individual budgets, care and service plans and prices, fees and charges in place between you and the consumer.
Home service provider	A provider who delivers HCP or CHSP. This term covers both approved providers and service providers under the CHSP.
Statements	The written financial statement a provider must give to consumers. The statement must include a breakdown of unspent funds, home care fees and itemised listing for each item of care and services delivered during the billable month. Also known as monthly statements or financial information statements. See Department of Health and Aged Care guidance on monthly statements for more information.
You	Approved provider or service provider with responsibilities outlined in this guidance.

Where you can get further information

Legislation

[Aged Care Act 1997](#)

[User Rights Principles 2014](#) (includes Charter of Aged Care Rights)

[Quality of Care Principles 2014](#) (includes Aged Care Quality Standards)

Commission resources

The Commission's website www.agedcarequality.gov.au or call 1800 951 822

The [Aged Care Quality Standards](#)

[Quality and safety in home services – 5 key risks guidance for home service providers](#)

[Changes to Administration and Management Charges in the Home Care Packages Program Regulatory Bulletin](#)

[Workforce governance and management – fact sheet for providers](#)

Stay up to date with Commission news by [subscribing to the Commission's newsletter](#).

Department resources

The Department of Health and Aged Care's website www.health.gov.au

Home services manuals:

- [The Home Care Packages Program Operational Manual: A Guide for Home Care Providers](#)
- [The Commonwealth Home Support Programme Manual 2022-23](#)

Further information on home services:

- [Capping Home Care Package Administration and Management Charges Webinar](#)
 - [Care management and care plan for Home Care Packages](#)
 - [Consumer Guidance: Understanding your Home Care Package statement](#)
 - [Department of Health & Aged Care National Aged Care Advocacy Framework 2019](#)
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Where you can get further information

- [Exiting people from your home care service](#)
 - [Hardship supplement for aged care](#)
 - [Home care agreements for Home Care Packages](#)
 - [Home Care Packages Program Pricing Update - FAQs](#)
 - [Impact of changes to the SCHADS Award for the Home Care Packages Program](#)
 - [Managing unspent funds for Home Care Packages](#)
 - [Monthly statements for Home Care Packages](#)
 - [Pricing for Home Care Packages](#)
 - [Transferring Home Care Packages services](#)
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My Aged Care

My Aged Care website www.myagedcare.gov.au or call 1800 200 422

You can use My Aged Care to:

- Find a provider
 - Compare providers
 - Check provider costs
 - Check for provider non-compliance.
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Advocacy Services

Older Person Advocacy Network (OPAN) visit www.opan.org.au or call 1800 700 600

- For providers: [Education for professionals](#)
- For consumers: [Support for older people](#)

The [National Aged Care Advocacy Program](#) (NACAP) provides free and confidential advocacy support to older people and their carers.

NACAP is delivered by OPAN, call 1800 700 600 or visit www.opan.org.au for assistance.

Where you can get further information

ACCC

Visit www.accc.gov.au or call 1300 302 502

You can use the search function on the webpage to find information related to:

- [Home care – a guide to your consumer rights](#)
- [Setting prices: what's allowed](#)
- [Misuse of market power](#)
- [Consumer vulnerability: A business guide to the Australian Consumer Law.](#)

Other

National Translating and Interpreting Service –
visit www.tisnational.gov.au or call 131 450 or 1800 131 450

National Auslan Interpreter Booking and Payment Service –
visit nabs.org.au or call 1800 246 945

Providers can apply for free, independent and confidential advice from the Department of Health and Aged Care's [Business Advisory Service](#).

Visit www.pwc.com.au/health/aged-care-advisory.html or
call 1800 290 688

Dementia Australia www.dementia.org.au



Aged Care Quality and Safety Commission acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.



Phone

1800 951 822



Web

agedcarequality.gov.au



Write

Aged Care Quality and Safety Commission
GPO Box 9819, in your capital city