



# User Rights Principles 2014

made under section 96-1 of the

*Aged Care Act 1997*

## Compilation No. 11

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## About this compilation

### This compilation

This is a compilation of the *User Rights Principles 2014* that shows the text of the law as amended and in force on 1 July 2021 (the **compilation date**).

The notes at the end of this compilation (the **endnotes**) include information about amending laws and the amendment history of provisions of the compiled law.

### Uncommenced amendments

The effect of uncommenced amendments is not shown in the text of the compiled law. Any uncommenced amendments affecting the law are accessible on the Legislation Register ([www.legislation.gov.au](http://www.legislation.gov.au)). The details of amendments made up to, but not commenced at, the compilation date are underlined in the endnotes. For more information on any uncommenced amendments, see the series page on the Legislation Register for the compiled law.

### Application, saving and transitional provisions for provisions and amendments

If the operation of a provision or amendment of the compiled law is affected by an application, saving or transitional provision that is not included in this compilation, details are included in the endnotes.

### Editorial changes

For more information about any editorial changes made in this compilation, see the endnotes.

### Modifications

If the compiled law is modified by another law, the compiled law operates as modified but the modification does not amend the text of the law. Accordingly, this compilation does not show the text of the compiled law as modified. For more information on any modifications, see the series page on the Legislation Register for the compiled law.

### Self-repealing provisions

If a provision of the compiled law has been repealed in accordance with a provision of the law, details are included in the endnotes.

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## Part 1—Preliminary

### 1 Name of principles

These principles are the *User Rights Principles 2014*.

### 3 Authority

These principles are made under section 96-1 of the *Aged Care Act 1997*.

### 4 Definitions

Note: A number of expressions used in these principles are defined in the Act, including the following:

- (a) continuing home care recipient;
- (b) continuing residential care recipient;
- (c) home care agreement;
- (d) personal information;
- (e) resident agreement;
- (f) staff member.

In these principles:

*Act* means the *Aged Care Act 1997*.

*agreed fee*, for a care recipient and an approved provider, means a fee, charge or other payment that is:

- (a) agreed between the care recipient and the approved provider; and
- (b) not prohibited under the Act.

*agreement exit amount* has the meaning given by paragraph 23(2)(cba).

*authorised person* of a care recipient means a person authorised to act on the care recipient's behalf.

*business costs*, for an approved provider of home care:

- (a) means the costs of running a business that are not directly related to the provision of home care (for example, office rent, insurance and marketing); and
- (b) does not include the costs of the matters mentioned in paragraphs 19B(1)(b), (c) and (d) (certain travel, subcontracting arrangements and package management).

*care recipient portion* has the meaning given by step 7 of the calculator in section 21D.

*Commonwealth portion* has the meaning given by step 6 of the calculator in section 21D.

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**exit amount** means an amount deducted by an approved provider in working out a care recipient's unspent home care amount when the approved provider ceases to provide home care to the care recipient.

**flexible care agreement** means an agreement referred to in Division 4 of Part 3A.

**home care setting** has the meaning given by section 4 of the *Subsidy Principles 2014*.

**package management:**

- (a) means the activities that an approved provider of home care is required to undertake, by or under the Act:
  - (i) in managing the provision of a package of care and services to a care recipient to whom the approved provider provides, or is to provide, home care; and
  - (ii) in managing the quality of the care and services included in the package; and
- (b) does not include care management as described in item 3 of the table in clause 2 of Schedule 3 to the *Quality of Care Principles 2014*.

Note: Package management includes, for example, activities required to comply with responsibilities under section 63-1 of the Act (accountability), activities required to comply with standards set out in the *Quality of Care Principles 2014*, making claims for home care subsidy under section 47-4 of the Act and the preparation of individualised budgets and monthly statements under sections 21A and 21B of these principles.

**published exit amount** has the meaning given by subsection 21J(1).

**residential care setting** has the meaning given by section 4 of the *Subsidy Principles 2014*.

**short-term restorative care** has the meaning given by section 4 of the *Subsidy Principles 2014*.

**specialist dementia care agreement** means an agreement, between the Secretary and an approved provider of a residential care service, for the provision of specialist care for persons with very severe behavioural and psychological symptoms of dementia under the Specialist Dementia Care Program (a program under which the Commonwealth provides grants to some such providers to provide such care).

**transfer portion** has the meaning given by step 8 of the calculator in section 21D.

**unspent home care amount** has the meaning given by section 21C.

## **Part 2—Residential care services**

### **Division 1—Purpose of this Part**

#### **5 Purpose of this Part**

- (1) For section 56-1 of the Act, this Part specifies responsibilities of an approved provider of a residential care service in relation to care recipients to whom the provider provides, or is to provide, residential care, including in relation to the following:
  - (a) the security of tenure that the provider must provide to care recipients for their place in the service (see paragraph 56-1(f) of the Act);
  - (b) the access that persons acting for care recipients, advocates or community visitors may have to the service (see paragraphs 56-1(k) and (l) of the Act);
  - (c) the rights of care recipients (see paragraph 56-1(m) of the Act);
  - (ca) not acting inconsistently with the legal and consumer rights of care recipients (see paragraph 56-1(m) of the Act);
  - (d) restrictions on moving care recipients (see paragraph 56-1(n) of the Act);
  - (e) the information the provider must give care recipients (see paragraph 56-1(n) of the Act).
- (2) This Part also specifies, for subsection 59-1(2) of the Act, requirements that a resident agreement entered into between a care recipient and an approved provider must comply with.

## **Division 2—Responsibilities of approved providers of residential care—general**

### **6 Security of tenure—when approved provider may ask or require care recipient to leave residential care service**

- (1) For paragraph 56-1(f) of the Act, this section specifies the security of tenure that an approved provider of a residential care service must provide to a care recipient for the recipient's place in the service.

Note: The circumstances in which a care recipient may be asked to depart from a residential care service must be specified in a resident agreement between the care recipient and the approved provider of the service (see paragraph 59-1(1)(e) and subsection 59-1(3) of the Act).

*Circumstances in which approved provider may ask care recipient to leave residential care service*

- (2) The approved provider may ask the care recipient to leave the residential care service only if:
- (a) the residential care service is closing; or
  - (b) the residential care service no longer provides accommodation and care suitable for the care recipient, having regard to the care recipient's long-term needs as assessed in accordance with subsection (4), and the approved provider has not agreed to provide care of the kind that the care recipient presently needs; or
  - (c) the care recipient no longer needs the care provided through the residential care service, as assessed by an aged care assessment team; or
  - (ca) the care recipient has been receiving care under a specialist dementia care agreement and a clinical advisory committee constituted in accordance with the agreement has determined that the care recipient is not suitable to continue receiving that care; or
  - (d) the care recipient has not paid any agreed fee to the approved provider within 42 days after the day when it is payable, for a reason within the care recipient's control; or
  - (e) the care recipient has intentionally caused:
    - (i) serious damage to the residential care service; or
    - (ii) serious injury to staff of the approved provider, or to another care recipient; or
  - (f) the care recipient is away from the residential care service for a continuous period of at least 7 days for a reason other than:
    - (i) a reason permitted by the Act; or
    - (ii) an emergency.

*Suitable accommodation to be available before care recipient can be required to leave residential care service*

- (3) The approved provider must not take action to make the care recipient leave the residential care service, or imply that the care recipient must leave the service, before suitable alternative accommodation is available that:
- (a) meets the care recipient's long-term needs as assessed in accordance with subsection (4); and
  - (b) is affordable by the care recipient.

*Assessing the care recipient's long-term needs*

- (4) For paragraphs (2)(b) and (3)(a), the long-term needs of the care recipient must be assessed by:
- (a) an aged care assessment team; or
  - (b) at least 2 medical or other health practitioners who meet the following criteria:
    - (i) one must be independent of the approved provider and the residential care service, and must be chosen by the care recipient;
    - (ii) both must be competent to assess the aged care needs of the care recipient.

## **7 Security of tenure—notice requirements**

*Notice to be given if care recipient asked to leave residential care service*

- (1) If an approved provider of a residential care service decides to ask a care recipient to leave the service, the approved provider must give the care recipient a written notice stating the following information:
- (a) the decision;
  - (b) the reasons for the decision;
  - (c) when the care recipient is to leave;
  - (d) the care recipient's rights in relation to being asked to leave the residential care service, including the right to access:
    - (i) the approved provider's complaints resolution mechanism; and
    - (ii) any other mechanisms available to address complaints; and
    - (iii) people acting for bodies that have been paid advocacy grants.

Note: For complaints resolution mechanisms, see section 56-4 of the Act.

- (2) The approved provider must give the notice to the care recipient at least 14 days before the care recipient is to leave.

*Notice to be given if care recipient no longer required to leave residential care service*

- (3) If:
- (a) the decision to require the care recipient to leave the residential care service was based on the care recipient's behaviour; and

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- (b) the approved provider has given the care recipient a notice under subsection (1); and
- (c) after giving the notice, the approved provider has agreed with the care recipient that, because of a change in the behaviour, the care recipient should not be required to leave the service;

then the approved provider must give the care recipient a written notice stating that the care recipient is no longer required to leave the residential care service.

### **8 Access to residential care service by people acting for care recipients, advocates and community visitors**

#### *Access by people acting for care recipients*

- (1) For paragraph 56-1(k) of the Act, if a care recipient in a residential care service has asked a person to act for the care recipient, the approved provider of the service must allow the person access to the service at any time.

#### *Access by advocates and community visitors*

- (2) For paragraph 56-1(l) of the Act, an approved provider of a residential care service must allow a person mentioned in subsection (3) access to the service:
  - (a) during normal business hours; or
  - (b) if a care recipient to whom the provider provides residential care has asked the person to assist the care recipient—at any time.
- (3) For subsection (2), the persons are the following:
  - (a) a person acting as an advocate for a body that has been paid an advocacy grant;
  - (b) a person acting as a community visitor for a body that has been paid a community visitors grant.

### **9 Rights of care recipients provided with residential care**

For the purposes of paragraph 56-1(m) of the Act, the rights of a care recipient who is being provided with, or is to be provided with, residential care include the rights mentioned in the “Charter of Aged Care Rights” set out in Schedule 1.

Note: An approved provider must not act in a way which is inconsistent with any rights and responsibilities of care recipients specified in these principles—see paragraph 56-1(m) of the Act.

#### **9A Responsibility not to act inconsistently with legal and consumer rights of care recipients**

For the purposes of paragraph 56-1(m) of the Act, an approved provider of residential care must not act in a way which is inconsistent with the legal and consumer rights of a care recipient.

**10 Other responsibilities—restrictions on moving care recipient within residential care service**

- (1) An approved provider of a residential care service must not move a care recipient to another room, or part of a room, in the residential care service unless:
- (a) the move is at the care recipient’s request; or
  - (b) the care recipient agrees to the move after being fully consulted and without being subjected to any pressure; or
  - (c) the move is necessary on genuine medical grounds as assessed by:
    - (i) an aged care assessment team; or
    - (ii) at least 2 medical or other health practitioners who meet the criteria mentioned in subsection (2); or
  - (ca) the care recipient has been receiving care under a specialist dementia care agreement and the move is because a clinical advisory committee constituted in accordance with the agreement has determined that the care recipient is not suitable to continue receiving that care; or
  - (d) the place occupied by the care recipient becomes an extra service place and the care recipient elects not to pay the extra service fee; or
  - (e) the move is necessary to carry out repairs or improvements to the premises where the residential care service operates and the care recipient has the right to return to the room, or the part of the room, if it continues to exist as a room, or part of a room, for care recipients when the repairs or improvements are finished.

Note: These principles may specify other responsibilities of an approved provider—see paragraph 56-1(n) of the Act.

- (2) For subparagraph (1)(c)(ii), the criteria are:
- (a) one practitioner must be independent of the approved provider and the residential care service, and must be chosen by the care recipient; and
  - (b) both practitioners must be competent to assess the aged care needs of the care recipient.

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## **Division 3—Responsibilities of approved providers of residential care—provision of information**

### **11 Information to be given to new care recipient about rights and responsibilities**

- (1) For the purposes of paragraph 56-1(n) of the Act, an approved provider of residential care must give a care recipient:
  - (a) information about:
    - (i) the care recipient’s rights in relation to the approved provider’s residential care service under the “Charter of Aged Care Rights” set out in Schedule 1; and
    - (ii) the care recipient’s rights and responsibilities in relation to the service under this Part; and
    - (iii) if the care recipient has not entered into a resident agreement—the matters mentioned in paragraphs 59-1(1)(b) to (h) (requirements for resident agreements) of the Act; and
  - (b) a copy of the “Charter of Aged Care Rights” set out in Schedule 1 that meets the requirements of subsection (3).

Note 1: The approved provider is also required to give information to the care recipient, before the care recipient enters the service, about accommodation payments and accommodation contributions (see section 52F-1 of the Act and Division 1 of Part 4 of the *Fees and Payments Principles 2014 (No. 2)*).

Note 2: The approved provider must retain records relating to the “Charter of Aged Care Rights” given under paragraph (1)(b) (see section 8A of the *Records Principles 2014*).

- (2) The approved provider must:
  - (a) assist the care recipient to understand the information and the “Charter of Aged Care Rights” given under subsection (1); and
  - (b) ensure that the care recipient or an authorised person of the care recipient has been given a reasonable opportunity to sign the copy of the “Charter of Aged Care Rights” given under paragraph (1)(b).
- (3) The copy of the “Charter of Aged Care Rights” given under paragraph (1)(b) must:
  - (a) be signed by a staff member of the approved provider; and
  - (b) if the care recipient or an authorised person of the care recipient has signed the copy—include the signature; and
  - (c) if the care recipient or an authorised person of the care recipient has not signed the copy—set out the date on which the care recipient or authorised person was given a reasonable opportunity to sign the copy; and
  - (d) set out the full name of:
    - (i) the care recipient; and
    - (ii) if an authorised person of the care recipient was present at the time the copy was given—the authorised person; and
  - (e) set out the date on which the copy was given to the care recipient.

- (4) The approved provider must comply with subsections (1) and (2) before, or when, the care recipient enters the approved provider's residential care service.

## 12 Statement of audited accounts

- (1) If Division 5 (Disclosure Standard) of Part 5 of the *Fees and Payments Principles 2014 (No. 2)* does not apply to the approved provider of a residential care service, the provider must, if asked, give a care recipient a copy of:
- (a) the most recent statement of the audited accounts of the approved provider's residential care service; or
  - (b) if the residential care service is operated as part of a broader organisation—the most recent statement of the audited accounts of the organisation's aged care component (that includes the residential care service).
- (2) The approved provider is taken to have satisfied the requirement in subsection (1) if:
- (a) Division 2 of Part 4 (which deals with financial reports) of the *Accountability Principles 2014* applies in relation to the approved provider; and
  - (b) the approved provider gives the care recipient a copy of the most recent audited financial report prepared under that Division.

## 13 Information to be given to continuing residential care recipient moving between services

- (1) If a continuing residential care recipient intends to move to another residential care service (the **new service**), the approved provider for the new service must give notice in writing of the following to the care recipient:
- (a) that, if the care recipient enters the new service within 28 days after leaving the previous residential care service:
    - (i) the care recipient may make a written choice before entering the new service, in accordance with Part 8 of the *Fees and Payments Principles 2014 (No. 2)*, to be covered by the fees and payments arrangements under Chapter 3A of the Act (the **new arrangements**) in relation to the new service; and
    - (ii) the care recipient cannot make a choice to be covered by the new arrangements, after entering the new service, if the care recipient has not made that choice before entering the new service;
  - (b) that, if the care recipient enters the new service 28 days or more after leaving the previous residential care service, the care recipient:
    - (i) cannot make the written choice mentioned in subparagraph (a)(i); and
    - (ii) will be covered by the new arrangements in relation to the new service;
  - (c) that, if the care recipient can, but does not, make a written choice to be covered by the new arrangements, the care recipient will be covered by the fees and payments arrangements (the **existing arrangements**) under the *AGED CARE (TRANSITIONAL PROVISIONS) ACT 1997*;

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- (d) that being covered by the new arrangements may result in a change to the fees and payments payable by the care recipient;
  - (e) that, if the care recipient becomes covered by the new arrangements, the care recipient cannot, in the future, decide to be again covered by the existing arrangements.
- (2) The approved provider must give the care recipient a copy of the document titled “New Arrangements for Aged Care—from 1 July 2014”, published by the Department, as it exists on 1 July 2014.

## **Division 4—Resident agreements**

### **14 Entry into resident agreement**

- (1) For paragraph 59-1(2)(a) of the Act, this section specifies requirements that a resident agreement between a care recipient and an approved provider must comply with in relation to the way in which, and the process by which, the agreement is entered into.

Note: If a care recipient, or a person proposing to enter a residential care service, is unable to enter into a resident agreement, another person representing the care recipient or person may enter into the agreement on behalf of the care recipient or person (see section 96-5 of the Act).

- (2) The care recipient must be informed of, and helped to understand, the terms of the resident agreement (including any other agreements included in the resident agreement), in particular the terms about the following:
  - (a) the care recipient’s rights and responsibilities, including the rights mentioned in the “Charter of Aged Care Rights” set out in Schedule 1;
  - (b) the services to be provided to the care recipient;
  - (c) the fees and other charges to be paid under the agreement.

### **15 Provisions of resident agreement**

- (1) For paragraph 59-1(2)(c) of the Act, this section specifies provisions that a resident agreement between a care recipient and an approved provider must contain.
- (2) A resident agreement must provide that if, within 14 days after signing, the care recipient notifies the provider, in writing, that the care recipient wishes to withdraw from the agreement:
  - (a) the agreement has no effect; and
  - (b) the care recipient is liable for the fees and charges payable for any period when the care recipient was provided with care through the residential care service under the agreement; and
  - (c) the provider is liable to refund any other amount paid by the care recipient under the agreement.
- (3) A resident agreement must provide:
  - (a) that the agreement may be varied:
    - (i) by the approved provider, if the variation is necessary to implement the *A New Tax System (Goods and Services Tax) Act 1999*; or
    - (ii) in any other case, by mutual consent, following adequate consultation, between the care recipient and the approved provider; and
  - (b) that the agreement must not be varied under subparagraph (a)(i) by the provider unless the provider has given reasonable notice in writing about the variation to the care recipient; and

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- (c) that the agreement must not be varied in a way that is inconsistent with the *A New Tax System (Goods and Services Tax) Act 1999*, the *Aged Care Act 1997* or the *Extra Service Principles 2014*.
- (4) A resident agreement must provide that the care recipient has a right to occupy a place at the residential care service:
  - (a) beginning on the day the agreement takes effect or a later day stated in the agreement; and
  - (b) for the period stated in the agreement or for the remainder of the care recipient's lifetime.
- (5) A resident agreement must include any other matters negotiated between the approved provider and the care recipient.

Note: A resident agreement may incorporate the terms of other agreements, including any of the following:

  - (a) an extra service agreement (see subsection 36-1(2) of the Act);
  - (b) an accommodation agreement (see section 52F-6 of the Act);
  - (c) an accommodation bond agreement (see section 57-10 of the *Aged Care (Transitional Provisions) Act 1997*);
  - (d) an accommodation charge agreement (see section 57A-4 of the *Aged Care (Transitional Provisions) Act 1997*).
- (6) A resident agreement must be expressed in plain language and be readily understandable by the care recipient.

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### **Division 1—Purpose of this Part**

#### **16 Purpose of this Part**

- (1) For section 56-2 of the Act, this Part specifies responsibilities of an approved provider in relation to care recipients to whom the approved provider provides, or is to provide, home care through a home care service, including in relation to the following:
  - (a) the security of tenure that the provider must provide to care recipients receiving home care through the service (see paragraph 56-2(f) of the Act);
  - (b) the access that an advocate may have to the service (see paragraph 56-2(j) of the Act);
  - (c) the rights of care recipients (see paragraph 56-2(k) of the Act);
  - (caa) not acting inconsistently with the legal and consumer rights of care recipients (see paragraph 56-2(k) of the Act);
  - (cab) preventing the provider from causing damage to the care recipient's home and other property (see paragraph 56-2(l) of the Act);
  - (cac) providing such information as is reasonably necessary to assist care recipients to choose the best possible care and services (see paragraph 56-2(l) of the Act);
  - (cad) the written plan of care and services that the provider must give care recipients within a specified period of time (see paragraph 56-2(l) of the Act);
  - (cae) the provision of invoices that are clear and in a format that is understandable (see paragraph 56-2(l) of the Act);
  - (caf) the review of home care fees, both periodically and on request by a care recipient (see paragraph 56-2(l) of the Act);
  - (ca) the information the provider must give the Secretary about prices and fees for providing care and services (see paragraph 56-2(l) of the Act);
  - (d) the information the provider must give care recipients (see paragraph 56-2(l) of the Act);
  - (e) the prices and fees that the approved provider may charge care recipients for providing care and services (see paragraph 56-2(l) of the Act).
- (2) This Part also specifies:
  - (a) for paragraphs 46-1(1)(f) and 56-2(l) of the Act and paragraph 46-1(1)(f) of the *Aged Care (Transitional Provisions) Act 1997*, the responsibilities of an approved provider of home care in relation to care recipients to whom the approved provider provides, or has provided, home care in dealing with the care recipients' unspent home care amounts and in relation to exit amounts; and

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- (b) for subsection 61-1(2) of the Act, requirements that a home care agreement entered into between a care recipient and an approved provider must comply with; and
- (c) for clause 1 of Schedule 1 to the Act, and clause 1 of Schedule 1 to the *Aged Care (Transitional Provisions) Act 1997*, the definition of ***unspent home care amount***; and
- (d) for clause 1 of Schedule 1 to the Act, the definition of ***Commonwealth portion***.

## **Division 2—Responsibilities of approved providers of home care— general**

### **17 Security of tenure**

- (1) For paragraph 56-2(f) of the Act, this section specifies the security of tenure that an approved provider of home care must provide to a care recipient to whom the approved provider provides, or is to provide, home care.
- (2) The approved provider may cease to provide home care to the care recipient only if:
  - (a) the care recipient cannot be cared for in the community with the resources available to the approved provider; or
  - (b) the care recipient notifies the approved provider, in writing, that the care recipient wishes to move to a location where home care is not provided by the provider; or
  - (c) the care recipient notifies the approved provider, in writing, that the care recipient no longer wishes to receive the home care; or
  - (d) the care recipient's condition changes to the extent that:
    - (i) the care recipient no longer needs home care; or
    - (ii) the care recipient's needs, as assessed by an aged care assessment team, can be more appropriately met by other types of services or care; or
  - (e) the care recipient:
    - (i) has not paid to the approved provider, for a reason within the care recipient's control, any home care fee specified in the home care agreement between the care recipient and the approved provider; and
    - (ii) has not negotiated an alternative arrangement with the approved provider for payment of the home care fee; or
  - (f) the care recipient has:
    - (i) intentionally caused serious injury to a staff member of the approved provider; or
    - (ii) intentionally infringed the right of a staff member of the approved provider to work in a safe environment.

### **18 Access to home care service by advocates**

For paragraph 56-2(j) of the Act, an approved provider of home care must allow a person acting as an advocate for a body that has been paid an advocacy grant access to each home care service through which the approved provider provides home care.

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### **19 Rights of care recipients provided with home care**

For the purposes of paragraph 56-2(k) of the Act, the rights of a care recipient who is being provided with, or is to be provided with, home care include the rights mentioned in the “Charter of Aged Care Rights” set out in Schedule 1.

Note: An approved provider must not act in a way which is inconsistent with any rights and responsibilities of care recipients specified in these principles—see paragraph 56-2(k) of the Act.

#### **19AA Responsibility not to act inconsistently with legal and consumer rights of care recipients**

For the purposes of paragraph 56-2(k) of the Act, an approved provider of home care must not act in a way which is inconsistent with the legal and consumer rights of a care recipient.

#### **19AB Responsibility to prevent damage to care recipient’s property**

For the purposes of paragraph 56-2(l) of the Act, an approved provider of home care must take reasonable steps to prevent the provider, or a person employed or otherwise engaged by the provider, from causing damage to a care recipient’s home and other property in the course of providing the home care.

#### **19AC Responsibility to provide information to assist care recipients to choose best care and services**

For the purposes of paragraph 56-2(l) of the Act, an approved provider of home care must provide such information as is reasonably necessary to assist a care recipient to choose the care and services that best meet his or her goals and assessed needs and preferences, within the limits of the resources available.

#### **19AD Responsibility to provide written plan of care and services**

For the purposes of paragraph 56-2(l) of the Act, an approved provider of home care must give to a care recipient a written plan of the care and services that the care recipient will receive:

- (a) before the care recipient commences receiving home care; or
- (b) within 14 days after the care recipient commences receiving home care.

#### **19AE Responsibility to provide clear and understandable invoices**

For the purposes of paragraph 56-2(l) of the Act, an approved provider of home care must provide a care recipient with invoices that are clear and in a format that is understandable.

#### **19AF Responsibility to review fees periodically and on request**

For the purposes of paragraph 56-2(l) of the Act, an approved provider of home care must:

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- (a) periodically review the home care fees that each care recipient is liable to pay; and
- (b) if requested by a care recipient on the grounds that the care recipient's financial circumstances have changed—review the home care fees that the care recipient is liable to pay.

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**Division 2A—Responsibilities of approved providers of home care—  
provision of pricing information to Secretary**

**19B Notice of common care and services and prices and fees**

- (1) An approved provider of home care must give to the Secretary a written notice of the following information:
  - (a) the price that the approved provider charges care recipients to whom the approved provider provides, or is to provide, home care, for providing each of the following kinds of care and services:
    - (i) personal care;
    - (ii) nursing by a registered nurse;
    - (iii) cleaning and household tasks;
    - (iv) light gardening;
    - (v) in-home respite care;
    - (vi) care management;
  - (b) the price per kilometre (if any) that the approved provider charges care recipients to whom the approved provider provides, or is to provide, home care, for travel to a care recipient for the purpose of providing care or services;
  - (c) the price (if any) that the approved provider charges care recipients to whom the approved provider provides, or is to provide, home care, for providing care or services through a subcontracting arrangement that is necessary to give effect to a request by a care recipient;
  - (d) the price that the approved provider charges care recipients to whom the approved provider provides, or is to provide, home care, for package management;
  - (e) the amount (if any) of the basic daily care fee under section 52D-3 of the Act that the approved provider charges care recipients (other than continuing home care recipients) to whom the approved provider provides, or is to provide, home care;
  - (f) the amount (if any) of the daily amount of home care fees that the approved provider charges continuing home care recipients to whom the approved provider provides, or is to provide, home care in accordance with Division 60 of the *Aged Care (Transitional Provisions) Act 1997*; and
  - (g) contact details for further information about the approved provider's prices and fees.
- (2) The notice must be given to the Secretary:
  - (a) for a person or body who is an approved provider of home care on the day before this section commences—before 1 July 2019; and
  - (b) for a person or body who becomes an approved provider of home care on or after the day this section commences but before 1 July 2019—before the later of the following:
    - (i) 1 July 2019;

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- (ii) offering to enter into a home care agreement with a care recipient; and
  - (c) for a person or body who becomes an approved provider of home care on or after 1 July 2019—before offering to enter into a home care agreement with a care recipient.
- (3) If there is a change to the information in a notice given to the Secretary under subsection (1), the approved provider must give the Secretary an updated notice.
- (4) A notice under subsection (1) or (3) must be given in a form approved, in writing, by the Secretary.

Note: The Secretary may make the information in a notice under subsection (1) or (3) publicly available—see section 86-9 of the Act and the *Information Principles 2014*.

**19C Notice of all care and services and prices and fees**

- (1) An approved provider of home care must give to the Secretary a written notice of the following information:
- (a) the information mentioned in subsection 19B(1);
  - (b) each kind of care, and each service:
    - (i) that the approved provider provides, or is to provide, to care recipients to whom the approved provider provides, or is to provide, home care; and
    - (ii) that is not mentioned in paragraph 19B(1)(a);
  - (c) the price that the approved provider charges care recipients to whom the approved provider provides, or is to provide, home care, for providing each kind of care and service mentioned in paragraph (b).
- (2) The notice must be given to the Secretary:
- (a) for a person or body who is an approved provider of home care on the day before this section commences—before 1 July 2019; and
  - (b) for a person or body who becomes an approved provider of home care on or after the day this section commences but before 1 July 2019—before the later of the following:
    - (i) 1 July 2019;
    - (ii) offering to enter into a home care agreement with a care recipient; and
  - (c) for a person or body who becomes an approved provider of home care on or after 1 July 2019—before offering to enter into a home care agreement with a care recipient.
- (3) If there is a change to the information in a notice given to the Secretary under subsection (1), the approved provider must give the Secretary an updated notice.
- (4) A notice under subsection (1) or (3) must be given in a form approved, in writing, by the Secretary.

Note: The Secretary may make the information in a notice under subsection (1) or (3) publicly available—see section 86-9 of the Act and the *Information Principles 2014*.

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**19D Annual review of notices of care and services and prices and fees**

- (1) An approved provider of home care must, at least once every 12 months:
  - (a) review the information in the notices mentioned in subsections 19B(1) and 19C(1); and
  - (b) after reviewing the information:
    - (i) if there is a change to the information—give the Secretary an updated notice under subsection 19B(3) or 19C(3) (or both); or
    - (ii) if there is no change to the information—give the Secretary a written notice that the approved provider has reviewed the information.
- (2) A notice under subparagraph (1)(b)(ii) must be given in a form approved, in writing, by the Secretary.

Note: The Secretary may make the information in a notice under subparagraph (1)(b)(ii) publicly available—see section 86-9 of the Act and the *Information Principles 2014*.

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## **Division 3—Responsibilities of approved providers of home care— provision of information to care recipients**

### **20 Information to be given to new care recipient about rights and responsibilities**

- (1) For the purposes of paragraph 56-2(1) of the Act, an approved provider of home care must give a prospective care recipient:
  - (a) information about:
    - (i) the care recipient’s rights in relation to the approved provider’s home care service under the “Charter of Aged Care Rights” set out in Schedule 1; and
    - (ii) the rights and responsibilities of the care recipient and the approved provider, including the care recipient’s rights and responsibilities in relation to the payment of home care fees; and
  - (b) a copy of the “Charter of Aged Care Rights” set out in Schedule 1 that meets the requirements of subsection (3).

Note: The approved provider must retain records relating to the “Charter of Aged Care Rights” given under paragraph (1)(b) (see section 8A of the *Records Principles 2014*).

- (2) The approved provider must:
  - (a) assist the care recipient to understand the information and the “Charter of Aged Care Rights” given under subsection (1); and
  - (b) ensure that the care recipient or an authorised person of the care recipient has been given a reasonable opportunity to sign the copy of the “Charter of Aged Care Rights” given under paragraph (1)(b).
- (3) The copy of the “Charter of Aged Care Rights” given under paragraph (1)(b) must:
  - (a) be signed by a staff member of the approved provider; and
  - (b) if the care recipient or an authorised person of the care recipient has signed the copy—include the signature; and
  - (c) if the care recipient or an authorised person of the care recipient has not signed the copy—set out the date on which the care recipient or authorised person was given a reasonable opportunity to sign the copy; and
  - (d) set out the full name of:
    - (i) the care recipient; and
    - (ii) if an authorised person of the care recipient was present at the time the copy was given—the authorised person; and
  - (e) set out the date on which the copy was given to the care recipient.
- (4) The approved provider must comply with subsections (1) and (2) before the care recipient enters the approved provider’s home care service.

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**21 Information to be given to continuing home care recipient to be provided with new home care service**

- (1) If a continuing home care recipient intends to move to another home care service (the *new service*), the approved provider that is to provide home care to the care recipient through the new service must give notice in writing of the following to the care recipient:
  - (a) that, if the care recipient moves to the new service within 28 days after leaving the previous home care service:
    - (i) the care recipient may make a written choice before moving to the new service, in accordance with Part 8 of the *Fees and Payments Principles 2014 (No. 2)*, to be covered by the fee arrangements under Chapter 3A of the Act (the *new arrangements*) in relation to the new service; and
    - (ii) the care recipient cannot make a choice to be covered by the new arrangements, after moving to the new service, if the care recipient has not made that choice before moving to the new service;
  - (b) that, if the care recipient moves to the new service 28 days or more after leaving the previous home care service, the care recipient:
    - (i) cannot make a written choice mentioned in subparagraph (a)(i); and
    - (ii) will be covered by the new arrangements in relation to the new service;
  - (c) that, if the care recipient can, but does not, make a written choice to be covered by the new arrangements, the care recipient will be covered by the fee arrangements (the *existing arrangements*) under the *Aged Care (Transitional Provisions) Act 1997*;
  - (d) that being covered by the new arrangements may result in a change to the fees payable by the care recipient;
  - (e) that, if the care recipient becomes covered by the new arrangements, the care recipient cannot, in the future, decide to be again covered by the existing arrangements.
- (2) The approved provider must give the care recipient a copy of the document titled “New Arrangements for Aged Care—from 1 July 2014”, published by the Department, as it exists on 1 July 2014.

**21A Individualised budget to be given to care recipient**

- (1) An approved provider of home care must give a written individualised budget to each care recipient to whom the approved provider provides, or is to provide, home care through a home care service.
- (2) The individualised budget for a care recipient must:
  - (a) be prepared in partnership with the care recipient; and
  - (b) be prepared having regard to the care recipient’s goals and assessed needs, preferences, the resources available and the services selected by the care recipient; and

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- (c) set out an itemised budget for the home care to be provided to the care recipient, as set out in the care recipient's care plan; and
- (d) set out:
  - (i) the amount of home care subsidy payable to the approved provider for the care recipient in respect of the period agreed between the care recipient and the provider; and
  - (ii) the maximum amount of home care fees payable by the care recipient in respect of that period.

Note 1: The amount of home care subsidy payable to the approved provider for the care recipient in respect of a payment period (that is a calendar month) is worked out under section 48-1 of the Act or section 48-1 of the *Aged Care (Transitional Provisions) Act 1997* (as the case requires).

Note 2: The maximum amount of home care fees payable by the care recipient is worked out under Division 52D of the Act, or Division 60 of the *Aged Care (Transitional Provisions) Act 1997* and section 130 of the *Aged Care (Transitional Provisions) Principles 2014* (as the case requires).

- (3) The approved provider must give the individualised budget to the care recipient as soon as practicable after the approved provider has all the necessary information to complete it.
- (4) The approved provider must review and, if necessary, revise the individualised budget for the care recipient if:
  - (a) a change to the care and services to be provided to the care recipient through the home care service is proposed; or
  - (b) the costs of providing the care and services change; or
  - (c) the care recipient requests the approved provider to do so.
- (5) If the approved provider reviews and revises the individualised budget for a care recipient under subsection (4), the approved provider must give the care recipient a copy of the revised individualised budget.
- (6) If the individualised budget for a care recipient is reviewed and revised in response to a request from the care recipient under paragraph (4)(c), the approved provider must give the care recipient a copy of the revised individualised budget within 14 days of the request being made.
- (7) The care recipient must be informed of, and helped to understand, the individualised budget for the care recipient.

### **21B Monthly statement of available funds and expenditure to be given to care recipient**

- (1) An approved provider of home care must give each care recipient to whom the provider provides home care at any time during a month starting on or after 1 July 2015 a written statement (a **monthly statement**) of the available funds and the expenditure in respect of the home care provided to the care recipient during the month.
- (2) A monthly statement must specify the following:

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- (a) the amount of home care subsidy paid or payable to the approved provider for the care recipient in respect of the month;
  - (b) the total amount of home care fees paid or payable by the care recipient in respect of the month;
  - (c) the total amount paid or payable by the approved provider in respect of the home care provided to the care recipient during the month;
  - (d) an itemised list of the care and services provided to the care recipient 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 the care recipient that have not been spent;
  - (f) if, during the month, the transfer portion of the care recipient's unspent home care amount was received under section 21F by the approved provider—the amount that was received.
- (3) The approved provider must give a monthly statement to the care recipient as soon as practicable after the approved provider has all the necessary information to complete it.
- (4) The care recipient must be informed of, and helped to understand, a monthly statement given to the care recipient.

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**Division 3A—Responsibilities of approved providers of home care—  
unspent home care amounts and exit amounts**

**Subdivision A—Definitions**

**21C Meaning of *unspent home care amount***

The unspent home care amount of a care recipient is worked out when an approved provider ceases to provide home care to the care recipient. The unspent home care amount is worked out in relation to the period that:

- (a) begins on the later of:
  - (i) 1 July 2015; or
  - (ii) the day the approved provider begins to provide home care to the care recipient; and
- (b) ends on the day the approved provider ceases to provide home care to the care recipient.

**Note:** An unspent home care amount of a care recipient is not required to be worked out under this section if a care recipient transfers from one home care service to another home care service operated by a single approved provider.

**Unspent home care amount**

Step 1. Work out the total of the following amounts that are paid to the approved provider in relation to the period:

- (a) the amount of home care subsidy for the care recipient;
- (b) the amount of home care fees for the care recipient;
- (c) the amount (if any) of the transfer portion of the care recipient's unspent home care amount paid under section 21F by another approved provider (as a result of a previous application of this section).

**Note 1:** The amount of home care subsidy is worked out under section 48-1 of the Act or section 48-1 of the *Aged Care (Transitional Provisions) Act 1997*.

**Note 2:** The amount of home care fees is worked out under Division 52D of the Act, or Division 60 of the *Aged Care (Transitional Provisions) Act 1997* and section 130 of the *Aged Care (Transitional Provisions) Principles 2014*.

Step 2. Work out the total amount spent or committed during the period by the approved provider on providing care and services during that period to the care recipient.

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- Step 3. Subtract the total amount worked out under step 2 from the total amount worked out under step 1. If the result is negative, the amount is taken to be nil.
- Step 4. If an exit amount may be deducted by the approved provider in accordance with section 21H, subtract the exit amount from the amount worked out under step 3.
- Note: The exit amount must not be more than the unspent home care amount worked out under step 3 (see paragraph 21H(2)(c)).
- Step 5. The amount (including a nil amount) worked out under step 3 or 4, as the case requires, is the care recipient's ***unspent home care amount***.

**21D Meaning of *Commonwealth portion, care recipient portion and transfer portion***

The Commonwealth portion, the care recipient portion and the transfer portion of a care recipient's unspent home care amount are worked out when an approved provider ceases to provide home care to the care recipient. The portions are worked out in relation to the period that:

- (a) begins on the later of:
  - (i) 1 July 2015; or
  - (ii) the day the approved provider begins to provide home care to the care recipient; and
- (b) ends on the day the approved provider ceases to provide home care to the care recipient.

**Commonwealth portion, care recipient portion and transfer portion**

- Step 1. Work out the total of the following amounts that are paid to the approved provider in relation to the period:
- (a) the amount of home care subsidy for the care recipient;
  - (b) if the approved provider has been paid the transfer portion of the care recipient's unspent home care amount under section 21F by another approved provider—the Commonwealth portion of that unspent home care amount (worked out under a previous application of this section).
- Note: The amount of home care subsidy is worked out under section 48-1 of the Act or section 48-1 of the *Aged Care (Transitional Provisions) Act 1997*.
- Step 2. Work out the total of the following amounts that are paid to the approved provider in relation to the period:
- (a) the amount of home care fees for the care recipient;

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- (b) if the approved provider has been paid the transfer portion of the care recipient's unspent home care amount under section 21F by another approved provider—the care recipient portion of that unspent home care amount (worked out under a previous application of this section).

Note: The amount of home care fees is worked out under Division 52D of the Act, or Division 60 of the *Aged Care (Transitional Provisions) Act 1997* and section 130 of the *Aged Care (Transitional Provisions) Principles 2014*.

- Step 3. Add the total amounts worked out under steps 1 and 2.
- Step 4. Divide the total amount worked out under step 1 by the total amount worked out under step 3, and express the result as a percentage (the **Commonwealth percentage**).
- Step 5. Divide the total amount worked out under step 2 by the total amount worked out under step 3, and express the result as a percentage (the **care recipient percentage**).
- Step 6. The **Commonwealth portion** of the care recipient's unspent home care amount is the Commonwealth percentage of that amount.
- Step 7. The **care recipient portion** of the care recipient's unspent home care amount is:
- (a) the care recipient percentage of that amount; less
  - (b) the amount of any home care fees that are payable by the care recipient to the approved provider, but have not been paid.

If the result is negative, the **care recipient portion** is taken to be nil.

Note: The amount of home care fees is worked out under Division 52D of the Act, or Division 60 of the *Aged Care (Transitional Provisions) Act 1997* and section 130 of the *Aged Care (Transitional Provisions) Principles 2014*.

- Step 8. The **transfer portion** of a care recipient's unspent home care amount is the total of the Commonwealth portion and the care recipient portion of that amount.

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**Division 3A** Responsibilities of approved providers of home care—unspent home care amounts and exit amounts

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**Subdivision B—Responsibilities to give notices and make payments in relation to unspent home care amounts**

**21E Responsibility to give notice of unspent home care amount**

- (1) An approved provider must give a notice in accordance with this section if the approved provider ceases on a particular day (the *cessation day*) to provide home care to a care recipient.

Note: A notice is not required to be given in accordance with this section if a care recipient transfers from one home care service to another home care service operated by a single approved provider.

- (2) The notice must (subject to subsection (3)):
- (a) specify:
    - (i) the cessation day; and
    - (ii) the care recipient’s unspent home care amount; and
    - (iii) the Commonwealth portion, care recipient portion and transfer portion of the care recipient’s unspent home care amount; and
    - (iv) if an exit amount was deducted by the approved provider under step 4 of the calculator in section 21C—the exit amount; and
    - (v) if unpaid home care fees were deducted by the approved provider under step 7 of the calculator in section 21D—the amount of fees that were deducted; and
  - (b) explain:
    - (i) if the approved provider ceases to provide home care to the care recipient because the care recipient has died—the effect of item 1 of the table in subsection 21F(2); and
    - (ii) otherwise—the effect of items 2 and 3 of that table and the effect of subsection 21F(3).
- (3) However, if the Commonwealth portion, the care recipient portion or the transfer portion is nil, the notice must state that the portion is nil.

*When notice must be given*

- (4) The notice must be given within 56 days after the cessation day.

*Who notice is given to*

- (5) The notice must be given to:
- (a) the care recipient; or
  - (b) if the care recipient has died—the care recipient’s legal personal representative.

Note: A copy of the notice may also be required to be given to a new approved provider of a care recipient under subsection 21G(2).

**21F Responsibility to pay care recipient portion, Commonwealth portion and transfer portion**

- (1) A care recipient portion, Commonwealth portion or transfer portion of a care recipient's unspent home care amount is payable in accordance with this section if:
- (a) the approved provider ceases to provide home care to the care recipient on a day (the *cessation day*); and
  - (b) that portion is more than nil.

Note 1: The portions are not required to be paid in accordance with this section if a care recipient transfers from one home care service to another home care service operated by a single approved provider.

Note 2: A notice may be required to be given under section 21G in relation to a payment made under this section.

*Payment of care recipient portion and transfer portion*

- (2) The approved provider must pay the care recipient portion and transfer portion in accordance with the following table.

<b>Payment of portions</b>				
<b>Item</b>	<b>If ...</b>	<b>the approved provider must pay ...</b>	<b>to this person ...</b>	<b>within this period ...</b>
1	the approved provider ceases to provide home care to the care recipient because the care recipient dies	the care recipient portion	the care recipient's estate	14 days after the approved provider is shown the probate of the will of the care recipient or letters of administration of the estate of the care recipient.
2	the approved provider is notified, within 56 days after the cessation day, that the care recipient has entered into a home care agreement with a new approved provider	the transfer portion	the new approved provider	70 days after the cessation day.
3	neither item 1 nor 2 applies	the care recipient portion	the care recipient	70 days after the cessation day.

*When Commonwealth portion becomes due and payable*

- (3) If item 1 or 3 applies, the Commonwealth portion of the care recipient's unspent home care amount is due and payable by the approved provider to the Commonwealth at the end of 70 days after the cessation day.

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Note: The Commonwealth portion of a care recipient's unspent home care amount is a recoverable amount and may, under section 95-3 of the Act, be deducted from other amounts payable to the approved provider.

#### 21G Requirement to provide notice

- (1) This section applies if an approved provider ceases on a particular day (the *cessation day*) to provide home care to a care recipient.
- (2) The approved provider (the *first provider*) must give a copy of the notice given under section 21E relating to the care recipient to another approved provider if the first provider pays the other approved provider the transfer portion of the care recipient's unspent home care amount. The notice must be given at the time the portion is paid.
- (3) The approved provider must, within 70 days after the cessation day, give a notice to the Secretary, in a form approved, in writing, by the Secretary, if:
  - (a) the Commonwealth portion of the care recipient's unspent home care amount will become due and payable to the Commonwealth under subsection 21F(3); or
  - (b) the Commonwealth portion of the care recipient's unspent home care amount is nil.

#### Subdivision C—Responsibilities in relation to exit amounts

##### 21H Responsibilities in relation to exit amounts

- (1) An exit amount must not be deducted in working out a care recipient's unspent home care amount when an approved provider ceases to provide home care to the care recipient unless:
  - (a) the home care agreement entered into between the approved provider and the care recipient specifies an agreement exit amount (whether that amount was specified at the time the agreement was entered into or later); and
  - (b) a published exit amount was given to the Secretary under section 21J before that agreement exit amount was first specified in the home care agreement.

Note: An exit amount must not be so deducted if the care recipient transfers from one home care service to another home care service operated by a single approved provider.

- (2) The exit amount that is deducted must not be more than any of the following:
  - (a) the published exit amount that was most recently given to the Secretary under section 21J by the approved provider before the agreement first specified the agreement exit amount referred to in paragraph (1)(a);
  - (b) the agreement exit amount referred to in paragraph (1)(a);
  - (c) the amount worked out under step 3 of the calculator in section 21C.

### **21J Published exit amounts**

- (1) If any home care agreement of an approved provider specifies or is to specify an agreement exit amount, the approved provider must give to the Secretary a written notice of the maximum exit amount (the ***published exit amount***) that may be deducted by the approved provider in working out any care recipient's unspent home care amount when the approved provider ceases to provide home care to the care recipient.
- (2) The notice must be given in a form approved, in writing, by the Secretary.

Note: The Secretary may make the information in a notice under subsection (1) publicly available—see section 86-9 of the Act and the *Information Principles 2014*.

## **Division 3B—Responsibilities of approved providers of home care—pricing**

### **21K Business costs not to be charged for separately**

An approved provider of home care must not charge a care recipient to whom the approved provider provides home care for costs (however described) that are business costs as a separate charge.

### **21L Prices and business costs to be kept to reasonable amounts**

- (1) An approved provider of home care must not charge a care recipient to whom the approved provider provides home care a price that is more than a reasonable amount for a matter mentioned in paragraph 19B(1)(b), (c) or (d) (certain travel, subcontracting arrangements and package management).
- (2) An approved provider of home care must not charge a care recipient to whom the approved provider provides home care more than a reasonable amount for business costs that are part of the price that the approved provider charges the care recipient for providing care or services.

### **21M Prices charged for common care and services, and fees, to be those in home care agreement**

- (1) This section applies if a home care agreement is in force between a care recipient and an approved provider on a day.
- (2) Subject to this section:
  - (a) if the approved provider provides care or a service mentioned in paragraph 19B(1)(a) to the care recipient on the day, the price charged for the care or service must be the price mentioned for the care or service in the notice that is included in the home care agreement under paragraph 23(2)(ba) (the *applicable notice*); and
  - (b) if the approved provider charges the care recipient for a matter mentioned in paragraph 19B(1)(b), (c) or (d) in relation to care or services provided to the care recipient on the day, the price charged for the matter must be the price mentioned for the matter in the applicable notice; and
  - (c) if the approved provider charges the care recipient an amount of the basic daily care fee under section 52D-3 of the Act in relation to care or services provided to the care recipient on the day, the amount charged for the fee must be the amount of the fee mentioned in the applicable notice; and
  - (d) if the approved provider charges the care recipient an amount of the daily amount of home care fees under Division 60 of the *Aged Care (Transitional Provisions) Act 1997* in relation to care or services provided to the care recipient on the day, the amount charged for the fees must be the amount of the fees mentioned in the applicable notice.

- (3) Paragraph (2)(a) does not apply if the home care agreement specifies a different price for the care or service and the reason for the different price.
- (4) Paragraph (2)(b) does not apply if the home care agreement specifies a different price for the matter and the reason for the different price.
- (5) Paragraph (2)(c) does not apply if the home care agreement specifies a different amount of the fee and the reason for the different amount.
- (6) Paragraph (2)(d) does not apply if the home care agreement specifies a different amount of the fees and the reason for the different amount.

## Division 4—Home care agreements

### 22 Entry into home care agreement

- (1) For paragraph 61-1(2)(a) of the Act, this section specifies requirements that a home care agreement between a care recipient and an approved provider must comply with in relation to the way in which, and the process by which, the agreement is entered into.

Note: If a care recipient, or a person proposing to receive care through a home care service, is unable to enter into a home care agreement, another person representing the care recipient or person may enter into the agreement on behalf of the care recipient or person (see section 96-5 of the Act).

- (2) The approved provider must offer a home care agreement to the prospective care recipient before a date for the start of the provision of home care is agreed.
- (3) The care recipient must be informed of, and helped to understand, the terms of the home care agreement, in particular the terms about the following:
  - (a) the care recipient's rights and responsibilities, including the rights mentioned in the "Charter of Aged Care Rights" set out in Schedule 1;
  - (b) the services to be provided to the care recipient;
  - (c) the fees and other charges to be paid under the agreement.

### 23 Provisions of home care agreement

- (1) For paragraph 61-1(2)(c) of the Act, this section specifies provisions that a home care agreement between a care recipient and an approved provider must contain.
- (2) A home care agreement must contain the following:
  - (a) the date when the provider will start to provide home care to the care recipient;
  - (b) statements specifying:
    - (i) that the home care will be delivered on a consumer directed care basis; and
    - (ii) the care and services that the care recipient will receive; and
    - (iii) the level of home care to be provided; and
    - (iv) the care recipient's rights in relation to decisions about the care and services that are to be provided; and
    - (v) that the provider will give a care plan and an individualised budget, and any changes to those documents, to the care recipient;
  - (ba) a copy of the current notice given to the Secretary by the approved provider under section 19B (the *current notice*);
  - (bb) if the care recipient is to be charged a price for care or a service that is different from the price mentioned for the care or service in the current notice—the different price and the reason for the different price;

- (bc) if the care recipient is to be charged a price for a matter that is different from the price mentioned for the matter in the current notice—the different price and the reason for the different price;
  - (c) for a care recipient other than a continuing home care recipient—a statement setting out:
    - (i) which fees (if any), referred to in Division 52D of the Act, the provider will charge the care recipient; and
    - (ii) if the care recipient is to be charged an amount of the basic daily care fee under section 52D-3 of the Act that is different from the amount of the fee mentioned in the current notice—the different amount and the reason for the different amount;
  - (ca) for a continuing home care recipient—a statement:
    - (i) that the provider may charge the care recipient home care fees in accordance with Division 60 of the *Aged Care (Transitional Provisions) Act 1997*; and
    - (ii) setting out which fee (if any), as determined in accordance with section 130 of the *Aged Care (Transitional Provisions) Principles 2014*, the provider will charge; and
    - (iii) if the care recipient is to be charged a daily amount of home care fees in accordance with Division 60 of the *Aged Care (Transitional Provisions) Act 1997* that is different from the daily amount of home care fees mentioned in the current notice—setting out the different amount and the reason for the different amount;
  - (cb) a statement that the provider will give the care recipient a statement of the available funds and the expenditure in respect of each month for the care and services provided to the care recipient during the month;
  - (cba) if the provider intends to deduct an exit amount in working out the care recipient's unspent home care amount when the provider ceases to provide home care to the care recipient—a statement of the maximum exit amount (the **agreement exit amount**) that may be deducted under the agreement;
  - (cc) a statement that any care recipient portion or transfer portion of the care recipient's unspent home care amount will be paid in accordance with Division 3A of this Part;
  - (d) provision for financial information to be given to the care recipient about the home care that the care recipient will receive, including a statement that the approved provider must, within 7 days after a request by the care recipient, give the care recipient:
    - (i) a clear and simple presentation of the financial position of the home care service, including the costs of home care, that explains any ongoing fees payable by the care recipient; and
    - (ii) a copy of the most recent statement of the audited accounts of the home care service or, if the home care service is operated as part of a broader organisation, the most recent statement of the audited accounts of the organisation's aged care component (that includes the home care service);
  - (e) a guarantee that all reasonable steps will be taken to protect the confidentiality, so far as legally permissible, of information provided by
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the care recipient, and details of the use of the information that is to be made by:

- (i) the provider; and
  - (ii) each person or body to whom the information is disclosed by the provider;
- (f) a statement that the care recipient may suspend, on a temporary basis, the provision of the home care, from a particular date;
- (g) the conditions under which either party may terminate the provision of home care.

Note: For the suspension of home care services mentioned in paragraph (f), see section 46-2 of the Act.

- (3) A home care agreement must provide:
- (a) that the agreement may be varied:
    - (i) by the approved provider, if the variation is necessary to implement the *A New Tax System (Goods and Services Tax) Act 1999*; or
    - (ii) in any other case, by mutual consent, following adequate consultation, of the care recipient and approved provider; and
  - (b) that the agreement must not be varied under subparagraph (a)(i) by the provider unless the provider has given reasonable notice in writing about the variation to the care recipient; and
  - (c) that the agreement must not be varied in a way that is inconsistent with the *A New Tax System (Goods and Services Tax) Act 1999*, the *Aged Care Act 1997* or the *Extra Service Principles 2014*.
- (4) A home care agreement must:
- (a) state that the care recipient is entitled to make, without fear of reprisal, a complaint about the provision of the home care; and
  - (b) state the mechanisms for making such a complaint.
- (5) A home care agreement must be expressed in plain language and be readily understandable by the care recipient.

## **Part 3A—Flexible care services**

### **Division 1—Purpose of this Part**

#### **23AA Purpose of this Part**

For section 56-3 of the Act, this Part specifies responsibilities of an approved provider of a flexible service in relation to care recipients to whom the approved provider provides, or is to provide, flexible care in the form of short-term restorative care, including in relation to the following:

- (a) the maximum amount that an approved provider may charge for the provision of care and services (see paragraph 56-3(a) of the Act);
- (b) the access that an advocate may have to the service (see paragraph 56-3(k) of the Act);
- (c) the rights of care recipients (see paragraph 56-3(l) of the Act);
- (ca) not acting inconsistently with the legal and consumer rights of care recipients (see paragraph 56-3(l) of the Act);
- (cb) preventing the provider from causing damage to the care recipient's home and other property (see paragraph 56-3(m) of the Act);
- (cc) providing such information as is reasonably necessary to assist care recipients to choose the best possible care and services (see paragraph 56-3(m) of the Act);
- (cd) the written plan of care and services that the provider must give care recipients within a specified period of time (see paragraph 56-3(m) of the Act);
- (ce) the provision of invoices that are clear and in a format that is understandable (see paragraph 56-3(m) of the Act);
- (cf) the review of fees on request by a care recipient (see paragraph 56-3(m) of the Act);
- (d) the information the provider must give care recipients (see paragraph 56-3(m) of the Act);
- (e) flexible care agreements in respect of short-term restorative care (see paragraph 56-3(m) of the Act).

## **Division 2—Responsibilities of approved providers of flexible care—general**

### **23AB Maximum amount that may be charged for care and services—short-term restorative care**

- (1) For paragraph 56-3(a) of the Act, this section specifies the maximum amount that an approved provider may charge for the provision of care and services in respect of flexible care in the form of short-term restorative care.
- (2) If the short-term restorative care is provided in a residential care setting, the maximum amount is the amount obtained by rounding down to the nearest cent the amount equal to 85% of the basic age pension amount (worked out on a per day basis).
- (3) If the short-term restorative care is provided in a home care setting, the maximum amount is the amount obtained by rounding down to the nearest cent the amount equal to 17.5% of the basic age pension amount (worked out on a per day basis).

### **23AC Access by advocates to flexible care service—short-term restorative care**

For paragraph 56-3(k) of the Act, an approved provider of a flexible care service through which short-term restorative care is provided must allow a person acting as an advocate for a body that has been paid an advocacy grant access to the provider's flexible care service.

### **23AD Rights of care recipients—short-term restorative care**

For the purposes of paragraph 56-3(l) of the Act, the rights of a care recipient who is being provided with, or is to be provided with, short-term restorative care include the rights mentioned in the “Charter of Aged Care Rights” set out in Schedule 1.

Note: An approved provider must not act in a way which is inconsistent with any rights and responsibilities of care recipients specified in these principles—see paragraph 56-3(l) of the Act.

### **23ADA Responsibility not to act inconsistently with legal and consumer rights of care recipients**

For the purposes of paragraph 56-3(l) of the Act, an approved provider of a flexible care service through which short-term restorative care is provided must not act in a way which is inconsistent with the legal and consumer rights of a care recipient.

**23ADB Responsibility to prevent damage to care recipient's property**

For the purposes of paragraph 56-3(m) of the Act, an approved provider of a flexible care service through which short-term restorative care is provided in a home care setting must take reasonable steps to prevent the provider, or a person employed or otherwise engaged by the provider, from causing damage to a care recipient's home and other property in the course of providing the flexible care service.

**23ADC Responsibility to provide information to assist care recipients to choose best care and services**

For the purposes of paragraph 56-3(m) of the Act, an approved provider of a flexible care service through which short-term restorative care is provided in a home care setting must provide such information as is reasonably necessary to assist a care recipient to choose the care and services that best meet his or her goals and assessed needs and preferences, within the limits of the resources available.

**23ADD Responsibility to provide written plan of care and services**

For the purposes of paragraph 56-3(m) of the Act, an approved provider of a flexible care service through which short-term restorative care is provided in a home care setting must give to a care recipient a written plan of the care and services that the care recipient will receive:

- (a) before the care recipient commences receiving short-term restorative care;
- or
- (b) within 7 days after the care recipient commences receiving short-term restorative care.

**23ADE Responsibility to provide clear and understandable invoices**

For the purposes of paragraph 56-3(m) of the Act, an approved provider of a flexible care service through which short-term restorative care is provided in a home care setting must provide a care recipient with invoices that are clear and in a format that is understandable.

**23ADF Responsibility to review fees on request**

For the purposes of paragraph 56-3(m) of the Act, an approved provider of a flexible care service through which short-term restorative care is provided in a home care setting must, if requested by a care recipient on the grounds that the care recipient's financial circumstances have changed, review the short-term restorative care fees that the care recipient is liable to pay.

### **Division 3—Responsibilities of approved providers of flexible care—provision of information**

#### **23AE Information to be given to new care recipient about rights and responsibilities—short-term restorative care**

- (1) For the purposes of paragraph 56-3(m) of the Act, an approved provider of a flexible care service through which short-term restorative care is provided must give a prospective care recipient:
  - (a) information about:
    - (i) the care recipient’s rights in relation to the service under the “Charter of Aged Care Rights” set out in Schedule 1; and
    - (ii) the rights and responsibilities of the care recipient and the approved provider; and
  - (b) a copy of the “Charter of Aged Care Rights” set out in Schedule 1 that meets the requirements of subsection (3).

Note: The approved provider must retain records relating to the “Charter of Aged Care Rights” given under paragraph (1)(b) (see section 8A of the *Records Principles 2014*).

- (2) The approved provider must:
  - (a) assist the care recipient to understand the information and the “Charter of Aged Care Rights” given under subsection (1); and
  - (b) ensure that the care recipient or an authorised person of the care recipient has been given a reasonable opportunity to sign the copy of the “Charter of Aged Care Rights” given under paragraph (1)(b).
- (3) The copy of the “Charter of Aged Care Rights” given under paragraph (1)(b) must:
  - (a) be signed by a staff member of the approved provider; and
  - (b) if the care recipient or an authorised person of the care recipient has signed the copy—include the signature; and
  - (c) if the care recipient or an authorised person of the care recipient has not signed the copy—set out the date on which the care recipient or authorised person was given a reasonable opportunity to sign the copy; and
  - (d) set out the full name of:
    - (i) the care recipient; and
    - (ii) if an authorised person of the care recipient was present at the time the copy was given—the authorised person; and
  - (e) set out the date on which the copy was given to the care recipient.
- (4) The approved provider must comply with subsections (1) and (2) before the care recipient enters the approved provider’s flexible care service.

## **Division 4—Flexible care agreements**

### **23AF Entry into flexible care agreement—short-term restorative care**

- (1) An approved provider of a flexible care service through which short-term restorative care is to be provided must offer a flexible care agreement to a prospective care recipient before a date for the start of the provision of short-term restorative care is agreed.
- (2) The approved provider must ensure that the care recipient is informed of, and helped to understand, the terms of the flexible care agreement, in particular the terms about the following:
  - (a) the care recipient’s rights and responsibilities, including the rights mentioned in the “Charter of Aged Care Rights” set out in Schedule 1;
  - (b) the services to be provided to the care recipient;
  - (c) the fees and other charges to be paid under the agreement.

### **23AG Provisions of flexible care agreement—short-term restorative care**

- (1) A flexible care agreement in respect of short-term restorative care must contain the following:
  - (a) the care recipient’s goals;
  - (b) the care and services that the care recipient will receive, in the form of an agreed care plan;
  - (c) the period for which the care and services will be provided;
  - (d) the policies and practices that the approved provider will follow in setting the fees that the care recipient will be liable to pay to the approved provider for the provision of the care and services;
  - (e) a statement of the fees that the care recipient will be liable to pay to the approved provider for the provision of the care and services provided;
  - (f) a statement that the care recipient may suspend, on a temporary basis for up to 7 days, the provision of the short-term restorative care, including the circumstances in which the short-term restorative care may be suspended;
  - (g) the conditions under which either party may terminate the provision of short-term restorative care;
  - (h) the care recipient’s responsibilities as a recipient of the short-term restorative care.
- (2) A flexible care agreement in respect of short-term restorative care must provide:
  - (a) that the agreement may be varied by mutual consent, following adequate consultation, of the care recipient and approved provider; and
  - (b) that the agreement must not be varied in a way that is inconsistent with the *Aged Care Act 1997* or the *Extra Service Principles 2014*.
- (3) A flexible care agreement in respect of short-term restorative care must:

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- (a) include details of the complaints resolution mechanism that the approved provider will use to address complaints made by, or on behalf of, the care recipient; and
  - (b) state that the care recipient will also be entitled to make a complaint about the provision of the short-term restorative care to the Quality and Safety Commissioner.
- (4) A flexible care agreement in respect of short-term restorative care must be expressed in plain language and be readily understandable by the care recipient.
- (5) A flexible care agreement in respect of short-term restorative care must not contain any provision that would have the effect of the care recipient being treated less favourably in relation to any matter than the care recipient would otherwise be treated, under any law of the Commonwealth, in relation to that matter.

## **Part 5—Transitional provisions**

### **Division 1—Transitional provisions relating to the User Rights Amendment (Consumer Directed Care) Principles 2015**

#### **25 Individualised budgets for care recipients being provided with home care**

*Individualised budget given to care recipient before 1 July 2015*

- (1) Subsections (2) and (3) apply in relation to an approved provider of home care if:
  - (a) the approved provider is providing, or is to provide, home care to a care recipient on or after 1 July 2015; and
  - (b) the approved provider gave a written individualised budget to the care recipient before 1 July 2015.
- (2) The approved provider is taken to have complied with subsections 21A(1), (2) and (3) in relation to the care recipient.
- (3) To avoid doubt, subsections 21A(4) to (7) apply in relation to the approved provider and the individualised budget.

*Individualised budget not given to care recipient before 1 July 2015*

- (4) Subsection (5) applies in relation to an approved provider of home care if:
  - (a) the approved provider was providing home care to a care recipient before 1 July 2015; and
  - (b) the approved provider will be continuing to provide home care to the care recipient on or after 1 July 2015; and
  - (c) the approved provider did not give a written individualised budget to the care recipient before 1 July 2015.
- (5) The approved provider must comply with subsections 21A(1), (2) and (3) in relation to the care recipient as soon as practicable after 1 July 2015.

#### **26 Home care agreements**

The amendments of subsection 23(2) of these principles made by items 2, 3 and 4 of Schedule 1 to the *User Rights Amendment (Consumer Directed Care) Principles 2015* apply in relation to a home care agreement entered into between a care recipient and an approved provider on or after 1 July 2015.

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**Division 2—Transitional provisions relating to the Aged Care Legislation Amendment (Increasing Consumer Choice) Principles 2016**

**27 Meaning of *Amending Principles***

In this Division:

*Amending Principles* means the *Aged Care Legislation Amendment (Increasing Consumer Choice) Principles 2016*.

**28 Application of amendments made by Part 1 of Schedule 1 to the Amending Principles**

Paragraph 23(2)(cba) (provisions of home care agreement) of these principles, as inserted by Part 1 of Schedule 1 to the Amending Principles, applies in relation to any home care agreements, whether entered into before or after this section commences.

**29 Transitional provision in relation to published exit amounts**

- (1) If any home care agreement of an approved provider specifies or is to specify an agreement exit amount before 27 February 2017, the approved provider must give to the Secretary before 27 February 2017, for publication by the Secretary, a written notice of the maximum exit amount that may be deducted by the approved provider in working out any care recipient's unspent home care amount when the approved provider ceases to provide home care to the care recipient.
- (2) The notice must be given in a form approved, in writing, by the Secretary.
- (3) For the purposes of these principles and the *Records Principles 2014*, after Part 2 of Schedule 1 to the Amending Principles commences, the notice is taken to have been given by the approved provider under section 21J of these principles, as inserted by that Part.

**30 Application of amendments made by Part 2 of Schedule 1 to the Amending Principles**

- (1) Paragraph 21B(2)(f) (monthly statement of available funds and expenditure to be given to care recipient) of these principles, as inserted by Part 2 of Schedule 1 to the Amending Principles, applies in relation to notices given after this section commences.
- (2) Division 3A of Part 3 of these principles, as inserted by Part 2 of Schedule 1 to the Amending Principles, applies in relation to any unspent home care amount of a care recipient if the care recipient is provided with home care on or after the day this section commences.

- (3) Paragraph 23(2)(cc) (provisions of home care agreement) of these principles, as inserted by Part 2 of Schedule 1 to the Amending Principles, applies in relation to agreements entered into after this section commences.

### **31 Transitional provision for exit amounts specified in home care agreements before commencement**

If:

- (a) before this section commences, an approved provider and a care recipient enter into or vary a home care agreement; and
- (b) the agreement as entered into or varied specifies an agreement exit amount; and
- (c) the agreement is not varied after this section commences to specify a different agreement exit amount;

then paragraph 21H(2)(a) (exit amount must not be higher than published exit amount) of these principles applies, after this section commences, in relation to the agreement as if the time the agreement first specified the agreement exit amount referred to in paragraph 21H(1)(a) was the start of 27 February 2017.

**Part 5** Transitional provisions

**Division 3** Transitional provision relating to the Aged Care Quality and Safety Commission  
(Consequential Amendments) Rules 2018

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**Division 3—Transitional provision relating to the Aged Care Quality  
and Safety Commission (Consequential Amendments)  
Rules 2018**

**32 Transitional provision in relation to flexible care agreements**

Subsection 23AG(3) of these principles, as amended by Schedule 1 to the *Aged Care Quality and Safety Commission (Consequential Amendments) Rules 2018*, applies in relation to a flexible care agreement in respect of short-term restorative care entered into on or after 1 January 2019.

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## **Division 4—Transitional provisions relating to the User Rights Amendment (Charter of Aged Care Rights) Principles 2019**

### **33 Charter of Aged Care Rights to be given to existing care recipient**

- (1) An approved provider must give an existing care recipient a copy of the “Charter of Aged Care Rights” set out in Schedule 1 that meets the requirements of subsection (3).
- (2) The approved provider must:
  - (a) assist the existing care recipient to understand the “Charter of Aged Care Rights” given under subsection (1); and
  - (b) ensure that the existing care recipient or an authorised person of the existing care recipient has been given a reasonable opportunity to sign the copy of the “Charter of Aged Care Rights” given under subsection (1).
- (3) The copy of the “Charter of Aged Care Rights” given under subsection (1) must:
  - (a) be signed by a staff member of the approved provider; and
  - (b) if the existing care recipient or an authorised person of the existing care recipient has signed the copy—include the signature; and
  - (c) if the existing care recipient or an authorised person of the existing care recipient has not signed the copy—set out the date on which the existing care recipient or authorised person was given a reasonable opportunity to sign the copy; and
  - (d) set out the full name of:
    - (i) the existing care recipient; and
    - (ii) if an authorised person of the existing care recipient was present at the time the copy was given—the authorised person; and
  - (e) set out the date on which the copy was given to the existing care recipient.
- (4) The approved provider must comply with subsections (1) and (2):
  - (a) if the approved provider is an approved provider of residential care—no later than 30 September 2019; or
  - (b) if the approved provider is an approved provider of a flexible care service through which short-term restorative care is provided in a residential care setting—no later than 30 September 2019; or
  - (c) if the approved provider is an approved provider of home care—no later than 31 December 2019; or
  - (d) if the approved provider is an approved provider of a flexible care service through which short-term restorative care is provided in a home care setting—no later than 31 December 2019.
- (5) In this section:

***existing care recipient*** means:

**Part 5** Transitional provisions

**Division 4** Transitional provisions relating to the User Rights Amendment (Charter of Aged Care Rights) Principles 2019

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- (a) for an approved provider of residential care—a care recipient who is being provided with residential care by that provider on 30 June 2019; or
- (b) for an approved provider of home care—a care recipient who is being provided with home care by that provider on 30 June 2019; or
- (c) for an approved provider of a flexible care service through which short-term restorative care is provided—a care recipient who is being provided with flexible care in the form of short-term restorative care by that provider on 30 June 2019.

## **Division 5—Transitional provisions relating to the Aged Care Legislation Amendment (Comparability of Home Care Pricing Information) Principles 2019**

### **34 Transitional provision in relation to home care agreements and pricing**

- (1) This section applies to an approved provider of home care and a care recipient if the approved provider is providing home care to the care recipient on 30 June 2019.
- (2) Division 3B of Part 3 of these principles, as inserted by Schedule 2 to the *Aged Care Legislation Amendment (Comparability of Home Care Pricing Information) Principles 2019*, applies on and after 1 July 2020 in relation to the approved provider and the care recipient.
- (3) Section 23 of these principles, as amended by Schedule 2 to the *Aged Care Legislation Amendment (Comparability of Home Care Pricing Information) Principles 2019*, applies on and after 1 July 2020 in relation to the home care agreement entered into between the approved provider and the care recipient.

## Schedule 1—Charter of Aged Care Rights

Note: See sections 9, 19 and 23AD.

### 1 Meaning of *I, me* and *my*

If a clause of this Schedule uses the expression *I, me* or *my*, the clause applies to a care recipient who is provided with:

- (a) residential care; or
- (b) home care; or
- (c) flexible care in the form of short-term restorative care.

### 2 Care recipient's 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.

## Endnotes

### Endnote 1—About the endnotes

The endnotes provide information about this compilation and the compiled law.

The following endnotes are included in every compilation:

Endnote 1—About the endnotes

Endnote 2—Abbreviation key

Endnote 3—Legislation history

Endnote 4—Amendment history

### Abbreviation key—Endnote 2

The abbreviation key sets out abbreviations that may be used in the endnotes.

### Legislation history and amendment history—Endnotes 3 and 4

Amending laws are annotated in the legislation history and amendment history.

The legislation history in endnote 3 provides information about each law that has amended (or will amend) the compiled law. The information includes commencement details for amending laws and details of any application, saving or transitional provisions that are not included in this compilation.

The amendment history in endnote 4 provides information about amendments at the provision (generally section or equivalent) level. It also includes information about any provision of the compiled law that has been repealed in accordance with a provision of the law.

### Editorial changes

The *Legislation Act 2003* authorises First Parliamentary Counsel to make editorial and presentational changes to a compiled law in preparing a compilation of the law for registration. The changes must not change the effect of the law. Editorial changes take effect from the compilation registration date.

If the compilation includes editorial changes, the endnotes include a brief outline of the changes in general terms. Full details of any changes can be obtained from the Office of Parliamentary Counsel.

### Misdescribed amendments

A misdescribed amendment is an amendment that does not accurately describe the amendment to be made. If, despite the misdescription, the amendment can be given effect as intended, the amendment is incorporated into the compiled law and the abbreviation “(md)” added to the details of the amendment included in the amendment history.

If a misdescribed amendment cannot be given effect as intended, the abbreviation “(md not incorp)” is added to the details of the amendment included in the amendment history.

## Endnotes

### Endnote 2—Abbreviation key

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#### Endnote 2—Abbreviation key

ad = added or inserted	o = order(s)
am = amended	Ord = Ordinance
amdt = amendment	orig = original
c = clause(s)	par = paragraph(s)/subparagraph(s) /sub-subparagraph(s)
C[x] = Compilation No. x	pres = present
Ch = Chapter(s)	prev = previous
def = definition(s)	(prev...) = previously
Dict = Dictionary	Pt = Part(s)
disallowed = disallowed by Parliament	r = regulation(s)/rule(s)
Div = Division(s)	reloc = relocated
ed = editorial change	renum = renumbered
exp = expires/expired or ceases/ceased to have effect	rep = repealed
F = Federal Register of Legislation	rs = repealed and substituted
gaz = gazette	s = section(s)/subsection(s)
LA = <i>Legislation Act 2003</i>	Sch = Schedule(s)
LIA = <i>Legislative Instruments Act 2003</i>	Sdiv = Subdivision(s)
(md) = misdescribed amendment can be given effect	SLI = Select Legislative Instrument
(md not incorp) = misdescribed amendment cannot be given effect	SR = Statutory Rules
mod = modified/modification	Sub-Ch = Sub-Chapter(s)
No. = Number(s)	SubPt = Subpart(s)
	<u>underlining</u> = whole or part not commenced or to be commenced

## Endnote 3—Legislation history

**Endnote 3—Legislation history**

<b>Name</b>	<b>Registration</b>	<b>Commencement</b>	<b>Application, saving and transitional provisions</b>
User Rights Principles 2014	25 June 2014 (F2014L00808)	1 July 2014 (s 2)	
User Rights Amendment (Consumer Directed Care) Principles 2015	30 June 2015 (F2015L01016)	1 July 2015 (s 2(1) item 1)	—
Aged Care Legislation Amendment (Independent Complaints Arrangements) Principle 2015	24 Dec 2015 (F2015L02122)	Sch 1 (item 15): 1 Jan 2016 (s 2(1) item 1)	—
Aged Care Legislation Amendment (Short-term Restorative Care) Principles 2016	5 May 2016 (F2016L00670)	Sch 1 (items 145–147): 6 May 2016 (s 2(1) item 1)	—
Aged Care Legislation Amendment (Increasing Consumer Choice) Principles 2016	23 Sept 2016 (F2016L01492)	Sch 1 (items 1–3): 24 Sept 2016 (s 2(1) item 2) Sch 1 (items 45–55): 27 Feb 2017 (s 2(1) item 3)	—
User Rights Amendment (Home Care Pricing) Principles 2018	29 Aug 2018 (F2018L01209)	30 Aug 2018 (s 2(1) item 1)	—
User Rights Amendment (Specialist Dementia Care Program) Principles 2018	12 Dec 2018 (F2018L01741)	13 Dec 2018 (s 2(1) item 1)	—
Aged Care Quality and Safety Commission (Consequential Amendments) Rules 2018	24 Dec 2018 (F2018L01840)	Sch 1 (items 16–19): 1 Jan 2019 (s 2(1) item 1)	—
Aged Care Legislation Amendment (Comparability of Home Care Pricing Information) Principles 2019	14 Mar 2019 (F2019L00288)	Sch 1 (items 3–9) and Sch 3: 15 Mar 2019 (s 2(1) items 2, 4) Sch 2 (items 2–6): 1 July 2019 (s 2(1) item 3)	—
User Rights Amendment (Charter of Aged Care Rights) Principles 2019	22 Mar 2019 (F2019L00356)	Sch 1 (items 1–15), Sch 2 and Sch 3: 1 July 2019 (s 2(1) item 1)	—
Aged Care Legislation Amendment (Royal Commission Response No. 1) Principles 2021	30 June 2021 (F2021L00923)	Sch 1 (items 13–16): 1 July 2021 (s 2(1) item 2)	—

## Endnotes

### Endnote 4—Amendment history

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### Endnote 4—Amendment history

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<b>Provision affected</b>	<b>How affected</b>
<b>Part 1</b>	
s 2 .....	rep LIA s 48D
s 4 .....	am F2016L00670; F2016L01492; F2018L01209; F2018L01741; F2019L00288; F2019L00356; F2021L00923
<b>Part 2</b>	
<b>Division 1</b>	
s 5 .....	am F2019L00356
<b>Division 2</b>	
s 6 .....	am F2018L01741
s 9 .....	am F2019L00356
s 9A.....	ad F2019L00356
s 10 .....	am F2018L01741
<b>Division 3</b>	
s 11 .....	rs F2019L00356 am F2021L00923
<b>Division 4</b>	
s 14 .....	am F2019L00356
<b>Part 3</b>	
<b>Division 1</b>	
s 16 .....	am F2016L01492; F2018L01209; F2019L00288; F2019L00356
<b>Division 2</b>	
s 17 .....	am F2019L00288; F2019L00356; F2021L00923
s 18 .....	am F2019L00288
s 19 .....	am F2019L00356
s 19AA.....	ad F2019L00356
s 19AB.....	ad F2019L00356
s 19AC.....	ad F2019L00356
s 19AD.....	ad F2019L00356
s 19AE.....	ad F2019L00356
s 19AF.....	ad F2019L00356
<b>Division 2A</b>	
Division 2A.....	ad F2018L01209
s 19A.....	ad F2018L01209 am F2019L00288 rep F2019L00288
s 19B.....	ad F2019L00288
s 19C.....	ad F2019L00288
s 19D.....	ad F2019L00288

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## Endnote 4—Amendment history

<b>Provision affected</b>	<b>How affected</b>
<b>Division 3</b>	
Division 3 heading.....	rs F2018L01209
s 20 .....	am F2019L00288
	rs F2019L00356
	am F2021L00923
s 21 .....	am F2019L00288
s 21A.....	ad F2015L01016
	am F2019L00288
s 21B.....	ad F2015L01016
	am F2016L01492; F2019L00288
<b>Division 3A</b>	
Division 3A.....	ad F2016L01492
<b>Subdivision A</b>	
s 21C.....	ad F2016L01492
s 21D.....	ad F2016L01492
<b>Subdivision B</b>	
s 21E.....	ad F2016L01492
s 21F.....	ad F2016L01492
s 21G.....	ad F2016L01492
<b>Subdivision C</b>	
s 21H.....	ad F2016L01492
s 21J.....	ad F2016L01492
	am F2019L00288
<b>Division 3B</b>	
Division 3B.....	ad F2019L00288
s 21K.....	ad F2019L00288
s 21L.....	ad F2019L00288
s 21M.....	ad F2019L00288
<b>Division 4</b>	
s 22 .....	am F2016L01492; F2019L00288; F2019L00356
s 23 .....	am F2015L01016; F2016L01492; F2019L00288
<b>Part 3A</b>	
<b>Division 1</b>	
s 23AA.....	ad F2016L00670
	am F2019L00356
<b>Division 2</b>	
s 23AB.....	ad F2016L00670
s 23AC.....	ad F2016L00670
s 23AD.....	ad F2016L00670
	am F2019L00356

## Endnotes

### Endnote 4—Amendment history

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<b>Provision affected</b>	<b>How affected</b>
s 23ADA.....	ad F2019L00356
s 23ADB.....	ad F2019L00356
s 23ADC.....	ad F2019L00356
s 23ADD.....	ad F2019L00356
s 23ADE.....	ad F2019L00356
s 23ADF.....	ad F2019L00356
<b>Division 3</b>	
s 23AE.....	ad F2016L00670 rs F2019L00356 am F2021L00923
<b>Division 4</b>	
s 23AF.....	ad F2016L00670 am F2019L00356
s 23AG.....	ad F2016L00670 am F2018L01840
Part 4.....	rep F2018L01840
s 24.....	am F2015L02122 rep F2018L01840
<b>Part 5</b>	
Part 5.....	ad F2015L01016
<b>Division 1</b>	
s 25.....	ad F2015L01016 am F2019L00288
s 26.....	ad F2015L01016
<b>Division 2</b>	
Division 2.....	ad F2016L01492
s 27.....	ad F2016L01492
s 28.....	ad F2016L01492
s 29.....	ad F2016L01492
s 30.....	ad F2016L01492
s 31.....	ad F2016L01492
<b>Division 3</b>	
Division 3.....	ad F2018L01840
s 32.....	ad F2018L01840
<b>Division 4</b>	
Division 4.....	ad F2019L00356
s 33.....	ad F2019L00356 am F2021L00923
<b>Division 5</b>	
Division 5.....	ad F2019L00288

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## Endnote 4—Amendment history

<b>Provision affected</b>	<b>How affected</b>
s 34 .....	ad F2019L00288
<b>Schedule 1</b>	
Schedule 1.....	rs F2019L00356
Schedule 2.....	am F2015L01016; F2016L01492
	rep F2019L00356
Schedule 3.....	ad F2016L00670
	rep F2019L00356