



User Rights Principles 2014

I, Mitch Fifield, Assistant Minister for Social Services, make the following principles.

Dated 23 June 2014

Mitch Fifield
Assistant Minister for Social Services

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Part 1—Preliminary

1 Name of principles

These principles are the *User Rights Principles 2014*.

2 Commencement

These principles commence on 1 July 2014.

3 Authority

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

4 Definitions

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.

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.

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 and responsibilities 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
 - (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.

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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
 - (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 and responsibilities of care recipients provided with residential care

For paragraph 56-1(m) of the Act, the rights and responsibilities of a care recipient who is being provided with, or is to be provided with, residential care include the rights and responsibilities mentioned in the “Charter of care recipients’ rights and responsibilities—residential care” 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.

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
 - (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

Part 2 Residential care services

Division 2 Responsibilities of approved providers of residential care—general

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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.

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) An approved provider of a residential care service must give a care recipient information about:
 - (a) the care recipient's rights and responsibilities in relation to the service under:
 - (i) the “Charter of care recipients’ rights and responsibilities—residential care” set out in Schedule 1; and
 - (ii) this Part; and
 - (b) 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.

Note: 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)*).

- (2) The information must be given before, or when, the care recipient enters the service.
- (3) The approved provider must assist the care recipient to understand the information.

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.

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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*;
 - (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;
 - (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
 - (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*.

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- (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.

Part 3—Home care services

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 of a home care service in relation to care recipients to whom the approved provider provides, or is to provide, home 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 56-2(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 and responsibilities of care recipients (see paragraph 56-2(k) of the Act);
 - (d) the information the provider must give care recipients (see paragraph 56-2(l) of the Act).
- (2) This Part also specifies, 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.

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**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 a home care service must provide to a care recipient.
- (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 has not met his or her responsibilities, as described in the "Charter of care recipients' rights and responsibilities—home care" set out in Schedule 2, for a reason within the care recipient's control.

18 Access to home care service by advocates

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

19 Rights and responsibilities of care recipients provided with home care

For paragraph 56-2(k) of the Act, the rights and responsibilities of a care recipient who is being provided with, or is to be provided with, home care include the rights and responsibilities mentioned in the "Charter of care recipients' rights and responsibilities—home care" set out in Schedule 2.

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.

Division 3—Responsibilities of approved providers of home care— provision of information

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

- (1) An approved provider of a home care service must give a prospective care recipient information about the rights and responsibilities of the care recipient and provider, including the care recipient's rights and responsibilities about the payment of home care fees.
- (2) The information must be given before confirmation of the date for the start of the home care.
- (3) The approved provider must assist the care recipient to understand the information.

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 for 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.

Part 3 Home care services

Division 3 Responsibilities of approved providers of home care—provision of information

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- (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—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 from 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 of a home care service must offer a home care agreement to a 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;
 - (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) whether 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 provide a care plan, and any changes to the care plan, to the care recipient;
 - (c) a clear itemised statement of the fees (if any) payable by the care recipient and how those fees are calculated;
 - (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

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- (ii) a copy of the most recent statement of the audited accounts of the approved provider's 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 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 4—Miscellaneous

24 Access to complaints resolution mechanism

For paragraph 56-4(1)(d) of the Act, an approved provider must allow such access to the provider's aged care service as is necessary to enable a person authorised by the Secretary to investigate and assist in the resolution of a complaint in relation to the service.

Schedule 1—Charter of care recipients' rights and responsibilities—residential care

Note: See section 9.

1 Care recipients' rights—residential care

Each care recipient has the following rights:

- (a) to full and effective use of his or her personal, civil, legal and consumer rights;
- (b) to quality care appropriate to his or her needs;
- (c) to full information about his or her own state of health and about available treatments;
- (d) to be treated with dignity and respect, and to live without exploitation, abuse or neglect;
- (e) to live without discrimination or victimisation, and without being obliged to feel grateful to those providing his or her care and accommodation;
- (f) to personal privacy;
- (g) to live in a safe, secure and homelike environment, and to move freely both within and outside the residential care service without undue restriction;
- (h) to be treated and accepted as an individual, and to have his or her individual preferences taken into account and treated with respect;
- (i) to continue his or her cultural and religious practices, and to keep the language of his or her choice, without discrimination;
- (j) to select and maintain social and personal relationships with anyone else without fear, criticism or restriction;
- (k) to freedom of speech;
- (l) to maintain his or her personal independence;
- (m) to accept personal responsibility for his or her own actions and choices, even though these may involve an element of risk, because the care recipient has the right to accept the risk and not to have the risk used as a ground for preventing or restricting his or her actions and choices;
- (n) to maintain control over, and to continue making decisions about, the personal aspects of his or her daily life, financial affairs and possessions;
- (o) to be involved in the activities, associations and friendships of his or her choice, both within and outside the residential care service;
- (p) to have access to services and activities available generally in the community;
- (q) to be consulted on, and to choose to have input into, decisions about the living arrangements of the residential care service;
- (r) to have access to information about his or her rights, care, accommodation and any other information that relates to the care recipient personally;
- (s) to complain and to take action to resolve disputes;
- (t) to have access to advocates and other avenues of redress;

- (u) to be free from reprisal, or a well-founded fear of reprisal, in any form for taking action to enforce his or her rights.

2 Care recipients' responsibilities—residential care

Each care recipient has the following responsibilities:

- (a) to respect the rights and needs of other people within the residential care service, and to respect the needs of the residential care service community as a whole;
- (b) to respect the rights of staff to work in an environment free from harassment;
- (c) to care for his or her own health and well-being, as far as he or she is capable;
- (d) to inform his or her medical practitioner, as far as he or she is able, about his or her relevant medical history and current state of health.

Clause 1

Schedule 2—Charter of care recipients' rights and responsibilities—home care

Note: See section 19.

1 Care recipients' rights—home care

General

- (1) Each care recipient has the following rights:
- (a) to be treated and accepted as an individual, and to have his or her individual preferences respected;
 - (b) to be treated with dignity, with his or her privacy respected;
 - (c) to receive care that is respectful of him or her, and his or her family and home;
 - (d) to receive care without being obliged to feel grateful to those providing the care;
 - (e) to full and effective use of all human, legal and consumer rights, including the right to freedom of speech regarding his or her care;
 - (f) to have access to advocates and other avenues of redress;
 - (g) to be treated without exploitation, abuse, discrimination, harassment or neglect.

Participation

- (2) Each care recipient has the following rights:
- (a) to be involved in identifying the home care most appropriate for his or her needs;
 - (b) to choose the care and services that best meet his or her assessed needs, from the home care able to be provided and within the limits of the resources available;
 - (c) to participate in making decisions that affect him or her;
 - (d) to have his or her representative participate in decisions relating to his or her care if he or she does not have capacity.

Care and services

- (3) Each care recipient has the following rights:
- (a) to receive reliable, coordinated, safe, quality care and services which are appropriate to his or her assessed needs;
 - (b) to be given before, or within 14 days after he or she commences receiving care, a written plan of the care and services that he or she expects to receive;
 - (c) to receive care and services as described in the plan that take account of his or her other care arrangements and cultural, linguistic and religious preferences;

- (d) to ongoing review of the care and services he or she receives (both periodic and in response to changes in his or her personal circumstances), and modification of the care and services as required.

Personal information

- (4) Each care recipient has the following rights:
 - (a) to privacy and confidentiality of his or her personal information;
 - (b) to access his or her personal information.

Communication

- (5) Each care recipient has the following rights:
 - (a) to be helped to understand any information he or she is given;
 - (b) to be given a copy of this Charter;
 - (c) to be offered a written agreement that includes all agreed matters;
 - (d) to choose a person to speak on his or her behalf for any purpose.

Comments and complaints

- (6) Each care recipient has the following rights:
 - (a) to be given information on how to make comments and complaints about the care and services he or she receives;
 - (b) to complain about the care and services he or she receives, without fear of losing the care or being disadvantaged in any other way;
 - (c) to have complaints investigated fairly and confidentially, and to have appropriate steps taken to resolve issues of concern.

Fees

- (7) Each care recipient has the following rights:
 - (a) to have his or her fees determined in a way that is transparent, accessible and fair;
 - (b) to receive invoices that are clear and in a format that is understandable;
 - (c) to have his or her fees reviewed periodically and on request when there are changes to his or her financial circumstances;
 - (d) not to be denied care and services because of his or her inability to pay a fee for reasons beyond his or her control.

2 Care recipients' responsibilities—home care

General

- (1) Each care recipient has the following responsibilities:
 - (a) to respect the rights of care workers to their human, legal and workplace rights including the right to work in a safe environment;
 - (b) to treat care workers without exploitation, abuse, discrimination or harassment.

Clause 2

Care and services

- (2) Each care recipient has the following responsibilities:
- (a) to abide by the terms of the written home care agreement;
 - (b) to acknowledge that his or her needs may change and to negotiate modifications of care and service if his or her care needs change;
 - (c) to accept responsibility for his or her own actions and choices even though some actions and choices may involve an element of risk.

Communication

- (3) Each care recipient has the following responsibilities:
- (a) to give enough information to assist the approved provider to develop, deliver and review a care plan;
 - (b) to tell the approved provider and their staff about any problems with the care and services.

Access

- (4) Each care recipient has the following responsibilities:
- (a) to allow safe and reasonable access for care workers at the times specified in his or her care plan or otherwise by agreement;
 - (b) to provide reasonable notice if he or she does not require home care to be provided on a particular day.

Fees

- (5) Each care recipient has the responsibility to pay any fees as specified in the agreement or to negotiate an alternative arrangement with the provider if any changes occur in his or her financial circumstances.