

Home Care reforms information series

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Welcome to the second edition of Leading Age Services Australia's weekly newsletter on the Increasing Consumer Choice Home Care reform package. This newsletter series is being released to our Members every Monday until 6 March 2017, and is also available on our [website](#).

Home Package Levels

LASA has received some questions about the transitional arrangements for home care package levels, given the move away from the current broadband levels. The following table provides additional information to clarify those arrangements:

Client circumstance	Before 27 Feb 2017	From 27 Feb 2017	What does the client need to do
Client receiving home care at a level they are satisfied with.	A client is already receiving their services at a level 3 and were approved at a broadband of level 3-4.	They will continue to receive their level 3 services but will be added to the national queue for a level 4 package. They do not need to do anything to be added to this queue.	If they are happy with the level of services they are receiving at the level 3, they can opt to be removed from the national queue. To do this, they will need to contact My Aged Care.
Client currently receiving home care but not at their approved level.	A client is receiving services at a level 2 but was originally approved for a level 3 – 4.	The client will continue to receive their services at the level 2 but will be added to the national queue for a level 4 package. They do not need to do anything to be added to this queue.	If they are happy with the level of services they are receiving at the level 2, they can opt out of the national queue. To do this, they will need to contact My Aged Care.
Client has an approval for home care but not receiving home care package services.	A client has been approved for a broadband level 1 – 2 but they are currently not receiving any aged care services.	Depending on when this person was approved, they may be automatically added to the national queue for a level 2 package.	If they were approved before the 1 st July 2016, then they will have received a letter from the Department to ask them to contact the My Aged Care to request to be added to the queue (i.e. they need to 'opt in'). Clients approved for home care after 1 July 2016 will automatically be added to the national queue.

<p>Client has an approval for home care but not receiving home care package services. Client is receiving Commonwealth Home Support Programme (CHSP) as an interim measure.</p>	<p>A client was assessed and approved for a Level 1-2 home care package, however, the client is receiving CHSP services as an interim measure.</p>	<p>Depending on when this person was approved, they may be automatically added to the national queue for a level 2 package. They will receive a letter from the Department to advise them of whether they need to contact My Aged Care to request to be added to the national queue.</p>	<p>If they were approved before the 1st July 2016, then they will have received a letter from the Department to ask them to contact the My Aged Care to request to be added to the queue (i.e. they need to 'opt in'). Clients approved for home care after 1 July 2016 will automatically be added to the national queue.</p>
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HOME CARE AGREEMENTS

1. What isn't changing

Whilst 27 February 2017 will see the introduction of a number of changes, there are also several things that will remain the same. Below is a brief summary of some components of home care that will remain the same, specifically focusing on Home Care Agreements.

1.1 Consumer Directed Care (CDC)

In July 2015, the [User Rights Principles 2014](#) and the [Charter of Care Recipients' Right and Responsibilities – Home Care](#) were amended so that providers would need to deliver all home care packages on a consumer directed care basis. Packages will still need to be delivered under the CDC model and will therefore continue to require:

- A Home Care Agreement must be offered to the client.
- The client's rights and responsibilities need to be clearly explained and a copy of the [Charter of Care Recipients' Right and Responsibilities – Home Care](#) needs to be provided with the Home Care Agreement.
- An individualised budget, including planned expenditure and available funds.
- A monthly statement, including the available funds, how funds have been spent and the balance of unspent funds.
 - If the monthly budget statement states that the client's unspent funds will not be refunded, then this information will need to be removed (applicable from 27 February 2017).
- Care plan and identified client goals.

Additional information on CDC is available from the Department of Health factsheet [Consumer Directed Care](#).

1.2 Fees

It is still the client's responsibility to pay any basic daily fee and income-tested care fee that is specified in their Home Care Agreement. As identified in the [User Rights Principles 2014](#), services may be withdrawn if a client has not met their responsibilities, including the payment of their fees identified in their Agreement and has not negotiated an alternative arrangement with the provider. The existing fee arrangements for clients that entered home care before 1 July 2014 will remain the same.

1.3 Informed Consent

The care recipient must be informed of, and helped to understand, the terms of the Home Care Agreement. The Agreement can only be varied by mutual consent, following adequate consultation between the provider and the client.

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1.4 Additional Information

Additional information is available on the Department of Health [website](#) and from the Department of Health factsheet [Introduction to Home Care Changes](#).

1.1.1 2. People with existing Home Care Agreements prior to 27 February 2017

There are two main components for providers to keep in mind with regard to existing Home Care Agreements:

- inclusion of an exit amount
- information about changing providers.

It is important that any variation of a Home Care Agreement includes evidence of mutual consent, but this does not mean that a new Home Care Agreement needs to be written and provided to the client and/or their representatives. Instead, a provider can look at alternative options such as a letter of variation signed by the provider and the client and/or their representative.

This may also be a good opportunity to review the Agreement and confirm that the reference material is still accurate. For example:

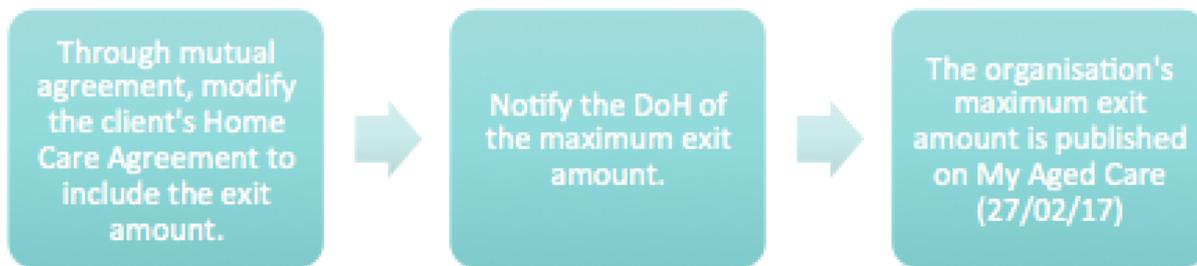
- reference to the Aged Care Complaints Commissioner
- removal of reference to the Operational Manual: Home Care Packages Programme
- the revised [Charter of Care Recipients' Rights and Responsibilities – Home Care](#) (effective from 27 February 2017).

2.1 Exit amounts

One of the primary changes that will need to be considered is whether a provider will look to charge an exit amount when a client leaves their service. Specific information on unspent home care amounts and exit amounts will be available in the next LASA Home Care newsletter on 30 January 2017, and on the LASA [website](#) and the Department of Health [website](#).

If a provider would like the option to charge an exit amount, from 27 February they must take the following steps before an exit amount can be charged:

- The exit amount must be included, through mutual consent, in the Home Care Agreement.
 - This can be done before the Department is notified.
- The Department must be notified of the maximum exit amount – this must be a whole dollar figure.
 - The '[Notification of Home Care Maximum Exit Amount Form](#)' is available on the Department's website, which will need to be completed by 24 February 2017 in preparation for the changes on 27 February.
 - Providers that do not wish to charge an exit amount will still be required to entry \$0.00 in the relevant field on the My Aged Care service finder.
- The exit amount must be available on My Aged Care. This information will not be published until 27 February 2017.



It is also important to remember that an exit amount cannot be charged if the client does not have unspent amounts available (i.e. the exit amount cannot result in a debt for the client).

A provider must ensure that they are open and upfront with the client with regards to the maximum exit amount that may apply upon leaving their services.

If a client leaves a provider before 27 February 2017, current arrangements apply (i.e. a provider can retain any unspent funds, except for any home care fees that have been paid in advance).

2.2 Changing providers

As identified under the revised [Charter of Care Recipients' Rights and Responsibilities – Home Care](#), the client has a responsibility to notify the provider of the day they intend to cease receiving home care services. The client and the provider need to both agree on a 'cessation day'. If a client is changing providers, from 27 February 2017 they should notify their existing provider of the second provider's details within 56 days of the cessation day if any unspent amounts (the 'transfer portion') are to be transferred to the second provider.

While it is not compulsory to include the Charter of Care Recipients' Rights and Responsibilities – Home Care in a Home Care Agreement, most Agreements include the Charter as an Annexure to the Agreement. Providers must ensure that clients are given a copy of the Charter, are offered a written agreement (Home Care Agreement) that includes all agreed matters, and are helped to understand any information they have been provided with, as is outlined in the [User Rights Principles 2014](#).

Additional information on changing providers will be available in the next LASA Home Care newsletter on 30 January 2017, on the LASA [website](#) and on the Department of Health [website](#).

1.1.2 3. People who enter into a Home Care Agreement from 27 February 2017

As identified in LASA's [previous newsletter](#) people will receive a letter from My Aged Care confirming that they have been assigned a package. They will have 56 days to enter into a Home Care Agreement with a provider of their choice. If they require additional time, they can contact My Aged Care and request a 28 day extension, giving them a total of 84 days to enter into a Home Care Agreement.

From 27 February 2017, if a provider chooses to include an exit amount in their Agreements then the DoH will need to be notified of the maximum amount (whole dollar figure) and this information will need to be published on My Aged Care before it can be included in a client's Home Care Agreement. The provider will do this via the My Aged Care provider portal:

