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**INDOCHINESE ELDERLY REFUGEES ASSOCIATION VICTORIA  
INC  
AND  
RESIDENT**

**RESIDENT AND ACCOMMODATION AGREEMENT**

**Facility: Mekong Cairnlea Vietnamese Aged Care**

## Resident and Accommodation Agreement

We offer Residential Care to care recipients in accordance with the Aged Care Act. This Agreement sets out:

- the particulars of the care and services we will provide to you at the facility you want to enter;
- the fees and charges you may be required to pay; and
- the terms and conditions regulating the relationship between you and us.

Your Personal Details	
Name (You/Care Recipient)	RESIDENT
Date of Birth	
Current Address	
Billing Address	
Email	
Emergency Contact	Name
	Address
	Phone Number(s)
	Email
Representative(s) (if any) (eg enduring power of attorney, guardian, administrator, financial manager)	Authority
	Name
	Address
	Phone Number(s)
	Email
	Authority
	Name
	Address
	Phone Number(s)
	Email
	Authority
	Name
	Address
	Phone Number(s)
	Email

Facility and Provider	
Name of Facility	Mekong Cairnlea Vietnamese Aged Care
Address	133 Cairnlea Drive Cairnlea Victoria 3023

Phone	(03) 7378-8188		
Approved Provider (We/Us/Provider)	Name	INDOCHINESE ELDERLY ASSOCIATION VICTORIA INC	REFUGEES
	Address	133 Cairnlea Drive Cairnlea Victoria 3023	
	Phone	(03) 7378-8188	
	ABN	32993506954	

SAMPLE

Occupancy						
Room and Bed on Entry	Room		Bed		Wing	
	Advertised Room Price			This is the maximum price we could charge if you are eligible to pay an Accommodation Payment		
	Room Description					
	We may require you to move to another room or bed, which may be in another room, in circumstances permitted by this Agreement and the Aged Care Act.					
Agreed Entry Date						
Period of Pre-Entry Leave (if any)	From		To			

Income and Assets Assessment	
Pension Status	
Information Provided	<p>If you do not provide sufficient information to allow your Means Tested Amount to be worked out:</p> <ul style="list-style-type: none"> <li>this will affect the Care Fees you are required to pay; and</li> <li>you will be required to pay the full Accommodation Payment Amount for your room.</li> </ul>
Maximum Accommodation Supplement Amount for Date of Entry	You are not required to pay this amount. This is a government subsidy amount that is used to determine whether you are required to pay an Accommodation Payment or Accommodation Contribution.
Means Tested Amount	<p>Your Means Tested Amount is calculated in accordance with the Means Tested Amount calculator in the Aged Care Act and is based on your income and assets.</p> <p>Your Means Tested Amount may change.</p>
Accuracy of Information	You must promptly notify us if your assets and/or income change or if any information provided to us concerning your income and assets is incorrect or misleading (we rely on you to fully and accurately disclose your income and assets).
Maximum Permissible Interest Rate ("MPIR")	<p>[iaaa_mpir] per annum or any other maximum rate prescribed under the Aged Care Act.</p> <p>You may be required to pay interest on payments, as outlined in Annexure B (Accommodation and Care Payments and Charges).</p>

<b>Fees, Charges and Costs</b>	
<b>Accommodation Costs</b>	
Type of Accommodation Cost	<p>The type of accommodation cost you will pay depends on your Means Tested Amount. If eligible you will pay either but not both:</p> <p><input type="checkbox"/> <b>Accommodation Payment</b></p> <p>You will pay an Accommodation Payment if your Means Tested Amount at the date of entry is equal to or greater than the Maximum Accommodation Supplement amount for the day or you do not provide sufficient information to allow your Means Tested Amount to be worked out.</p> <p><input type="checkbox"/> <b>Accommodation Contribution</b></p> <p>If your Means Tested Amount at the date of entry is less than the Maximum Accommodation Supplement amount for that day, you may have to pay an Accommodation Contribution, depending on your Means Tested Amount.</p>
<p style="text-align: center;"><b>Accommodation Payment</b></p> <p>You must pay the specified Accommodation Payment determined in accordance with the Method of Calculation by either:</p> <p><input type="checkbox"/> <b>Refundable Deposit (RAD)</b></p> <p>The total amount payable if you select this option will be:</p> <p><input type="checkbox"/> <b>Daily Payments (DAP)</b></p> <p>The daily amount payable in accordance with the Payment Cycle if you select this option will be:</p> <p><input type="checkbox"/> <b>Combination</b></p> <p>The calculations of your Daily Payments (if you select this option) will be determined in accordance with the Method of Calculation and notified to you (see below).</p>	<p style="text-align: center;"><b>Accommodation Contribution</b></p> <p>You must pay the specified Accommodation Contribution determined in accordance with the Method of Calculation by either:</p> <p><input type="checkbox"/> <b>Refundable Deposit (RAC)</b></p> <p>The starting amount payable if you select this option will be: (although this amount may change)</p> <p><input type="checkbox"/> <b>Daily Payments (DAC)</b></p> <p>The starting daily amount payable in accordance with the Payment Cycle if you select this option will be:</p> <p><input type="checkbox"/> <b>Combination</b></p> <p>The calculations of your Daily Payments (if you select this option) will be determined in accordance with the Method of Calculation and notified to you (see below).</p>
<b>Details of agreed combination amounts (if applicable)</b>	
Refundable Deposit amount:	
Remaining Refundable Deposit balance:	
Daily Payment amount:	
<p><b>You must decide within 28 days of the date of entry how you wish to pay your Accommodation Payment or Accommodation Contribution (if payable). If you do not decide within 28 days, you will pay by way of Daily Payments. You must pay the Daily Payment amount (which is payable in accordance with the Payment Cycle) until you have made your decision. The first payment of the Daily Payments is due on the date of entry.</b></p>	
<b>Daily Care Fees</b>	
Care Fees	<p>In <b>addition</b> to your accommodation costs, you must pay the Care Fees, subject to any annual or lifetime cap under the Aged Care Act. If your Care Fees cannot be calculated at the date of this Agreement, you must pay the maximum amount permitted until such time as an assessment can be made, at which time an appropriate adjustment must be made.</p>

<b>Fees, Charges and Costs</b>	
	Standard Resident Contribution
	<i>plus</i> Means Tested Care Fee
	<i>plus</i> Compensation Payment Reduction (if any)
	<i>minus</i> Hardship Supplement amount (if any)
	<i>plus</i> any other agreed amounts
	<b>Total</b>
	The starting daily amount will be:
<b>Other Fees and Charges</b>	
Additional Services	You can elect to receive Additional Services which are in addition to the standard care provided as an incident of the Care Fees, as outlined in Annexure A (Care and Services). If Additional Services are agreed, we will provide them at the agreed cost and this Agreement will be taken to incorporate the costs agreed from time to time.
	As at the date of this Agreement, the Additional Services Fee (if any) is:
Other Charges	You must also meet the costs of any items that do not form part of the care and services we provide as stated in Annexure A (Care and Services) as outlined in Annexure B (Accommodation and Care Payments and Charges).
<b>General</b>	
Fee Increases	The amounts you are required to pay us may change, as set out in Annexure B (Accommodation and Care Payments and Charges).
Security for Payments	We can require you to provide security for your fees, having regard to your financial circumstances. We may also seek security for other payments under this Agreement. You have agreed that such security is to include the requirements specified below.
	<input type="checkbox"/> Guarantee See Annexure I (Guarantee and Indemnity).
	<input type="checkbox"/> Charge See Annexure J (Acknowledgement of Payment Obligation and Charge).
	<input type="checkbox"/> Other
Payment Cycle	Every 2 weeks In Advance

<b>Initial Payment</b>	
Care Fees	
Means Tested Care Fee	
Daily Accommodation Payment / Contribution (if applicable)	
Compensation Payment	
Hardship Supplement	
Additional Services Fees	
Other Charges	

Initial Payment	
Pre-Entry Leave	
Accommodation Payment or Accommodation Contribution (if applicable)	
<b>Total Initial Payment</b>	

Person Guaranteeing Your Payments		
Guarantor	Full Name	Not Applicable
	Address	
	Driver's Licence Number	
Guarantor	Full Name	Not Applicable
	Address	
	Driver's Licence Number	

Property Charged to Secure Your Payment Obligations	
Registered Proprietor	
Property Address	
Title Particulars	

Communications	
Facility Manager	
Our Complaints Officer	
Our Privacy Officer	

Documentation Provided to You and Forming Part of Your Agreement
<p>The following documents have been provided to you which form part of the agreement between you and us concerning your entry to the Facility:</p> <ul style="list-style-type: none"> <li>• Particulars</li> <li>• Annexure A – Care and Services</li> <li>• Annexure B – Accommodation and Care Payments and Charges</li> <li>• Annexure C – Rights and Responsibilities – General Conditions of Occupation</li> <li>• Annexure D – Rules of Occupancy</li> <li>• Annexure E – Charter of Care Recipients' Rights and Responsibilities – Residential Care</li> <li>• Annexure F – Specified Care and Services for Residential Care</li> <li>• Annexure G – Additional Provisions</li> <li>• Annexure H – Definitions</li> <li>• Annexure I – Guarantee and Indemnity</li> <li>• Annexure J – Acknowledgement of Payment Obligation and Charge</li> </ul>

Additional Provisions	
Additional Provisions	

(if applicable)	<p>If yes, see Annexure G (Additional Provisions).</p> <p>If there is an inconsistency between an additional provision and another provision of this Agreement, the additional provision prevails.</p>
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### Right to Withdraw from this Agreement

You can elect to end this Agreement within 14 days of signing this Agreement by notifying us in writing that you want to withdraw in which case this Agreement will have no effect.

If you elect to withdraw, you must still pay any fees and charges relating to your period of occupancy. We will then refund any other amounts you have paid to us under this Agreement.

SAMPLE



<b>Date of Agreement</b>

Please acknowledge your willingness to enter the Facility in accordance with this Agreement (the Annexures also form part of this Agreement).

Signed by the **Care Recipient:**

Signed by an **authorised officer of the Provider:**

*Signature:* .....

*Signature:*.....

*Print full name:* RESIDENT

*Print full name:*

*Date:*

*Capacity:*

in the presence of:

*Date:*

*Witness sign:* .....

in the presence of:

*Print full name:*

*Witness sign:*.....

*Date:*

*Print full name:*

*Date:*

Your Guarantor (if applicable) must also acknowledge their willingness to guarantee your payment obligations to us under this Agreement in accordance with Annexure I (Guarantee and Indemnity).

Signed by the **Guarantor:**

Signed by the **Guarantor:**

*Signature:* .....

*Signature:*.....

*Print full name:* Not Applicable

*Print full name:* Not Applicable

*Date:*

*Date:*

in the presence of:

in the presence of:

*Independent witness sign:* .....

*Independent witness sign:* .....

*Print full name:*

*Print full name:*

*Date:*

*Date:*

## ANNEXURE A

### Care and Services

#### A1 Provision of Residential Care

- A1.1 We will provide you with Residential Care and services at the Facility based on your assessed care needs and our capacity to meet those needs from the Agreed Entry Date for the remainder of your lifetime or until this Agreement is terminated in accordance with clause C9.
- A1.2 We have the capacity to provide you with the care and services you are assessed as requiring as at the date of this Agreement.
- A1.3 Should your care needs exceed our capacity to provide care and services, we will notify you in accordance with clause C9.

#### A2 Quality of Care Principles

The care and services provided to you will include the care and services specified in the Quality of Care Principles (see Annexure F) that you are assessed as requiring.

#### A3 Additional Services

- A3.1 We may choose to offer Additional Services at the Facility.
- A3.2 If we offer Additional Services, you can elect to receive all or some of them, at an agreed cost, based on the charges notified to you.
- A3.3 Unless otherwise notified, the cost of Additional Services will be assessed daily and payable in accordance with the Payment Cycle.
- A3.4 Unless we agree otherwise, you must give us at least 7 days' written notice if you want to change the Additional Services you receive or cease receiving Additional Services.

#### A4 Review of Care and Services

If after entering the Facility your needs or condition changes to the extent that you require care and services beyond those first contemplated and provided for under this Agreement, we will:

- A4.1 assess our capacity to provide you with additional or different care and services;
- A4.2 notify you of the impact a change in the care and services you receive will have on the amounts you must pay us under this Agreement; and
- A4.3 consult with you and your authorised representatives about our ability to continue to care for you, which will include an assessment of possible options and alternatives.

## ANNEXURE B

### Accommodation and Care Payments and Charges

#### B1 Payment of either an Accommodation Payment or Accommodation Contribution

- B1.1 You must pay an Accommodation Payment if:
- B1.1.1 your Means Tested Amount at the date of entry is equal to, or greater than the Maximum Accommodation Supplement Amount for that day; or
  - B1.1.2 you do not provide sufficient information to allow your Means Tested Amount to be worked out.
- B1.2 If you are not required to pay an Accommodation Payment because your Means Tested Amount at the date of entry is less than the Maximum Accommodation Supplement amount for that day, you must pay an Accommodation Contribution (if eligible).
- B1.3 If the information provided to us to calculate your Means Tested Amount is incorrect or altered and it is subsequently determined by us that you should pay an Accommodation Payment instead of an Accommodation Contribution, your payments will be reclassified and recalculated with effect from your date of entry based on the maximum charges notified at the date of entry and the Method of Calculation. Where a change is notified, this Agreement will be applied accordingly with an appropriate adjustment to be made to your payments within 7 days of our notification in the form of an additional payment to us.

#### B2 Hardship determination

- B2.1 A financial hardship determination under the Aged Care Act may reduce your Accommodation Payment or Accommodation Contribution including to nil.
- B2.2 If you apply to the Secretary of the Department for a financial hardship determination (or we apply for a financial hardship determination on your behalf), your Accommodation Payment or Accommodation Contribution is still payable if:
- B2.2.1 the Secretary refuses to make the determination; or
  - B2.2.2 the determination is made but later ceases to be in force

#### B3 How to pay your Accommodation Payment or Accommodation Contribution

- B3.1 Within 28 days after the date of entry, you must choose to pay the Accommodation Payment or Accommodation Contribution by:
- B3.1.1 Daily Payments;
  - B3.1.2 a Refundable Deposit; or
  - B3.1.3 a combination of these.
- B3.2 If you do not make a choice within 28 days after the date of entry, you must pay by Daily Payments.

- B3.3 Daily Payments are payable in accordance with the Payment Cycle with the first payment due on the date of entry (with an adjustment to be made for any part period).
- B3.4 If you choose to pay a Refundable Deposit within 28 days after the date of entry:
- B3.4.1 you will not be required to pay the Refundable Deposit until 6 months after the date of entry (although you may choose to do so before then); and
  - B3.4.2 you must pay Daily Payments (which are calculated in accordance with the Method of Calculation) until you pay the Refundable Deposit.
- B3.5 If you decide to pay your Accommodation Payment or Accommodation Contribution partly or wholly by Daily Payments, you may pay a Refundable Deposit or top up your Refundable Deposit at any time.
- B3.6 You authorise us to apply and complete this Agreement to include the selected or deemed method of payment.

#### **B4 What can be deducted from the Refundable Deposit**

- B4.1 We may deduct the following amounts from a Refundable Deposit:
- B4.1.1 your Daily Payments if you have requested the deduction and it is owed to us;
  - B4.1.2 any amounts owing to us under this Agreement (including but not limited to Care Fees and fees for Additional Services) and interest on those amounts; and
  - B4.1.3 if you breach this Agreement, any costs, charges and expenses we reasonably incur as a result of the breach.
- B4.2 A permitted deduction may be made without prior notice.
- B4.3 The amount of your Daily Payments will increase if your Refundable Deposit is reduced in accordance with the Method of Calculation.

#### **B5 When we will refund the Refundable Deposit Balance**

- B5.1 The Refundable Deposit less permitted deductions (Refundable Deposit Balance) will be refunded to you as prescribed by the Aged Care Act.
- B5.2 Upon your death we will refund the Refundable Deposit Balance within 14 days of receiving a copy of the grant of probate or letters of administration.
- B5.3 If you cease to be provided with Residential Care in the Facility we will refund the Refundable Deposit Balance:
- B5.3.1 if we receive at least 14 days' notice that you will be leaving, on the day we cease providing care to you; or
  - B5.3.2 in any other case, 14 days after the date we were notified by you that you would be leaving.

**B6 Conditions specific to Accommodation Payments**

- B6.1 If you pay a Refundable Deposit, we:
- B6.1.1 must, at your request, deduct the Daily Payment from that amount; and
  - B6.1.2 may require you to maintain the agreed Accommodation Payment if the Refundable Deposit is reduced.
- B6.2 The amount of your Daily Payment will increase if your Refundable Deposit is reduced in accordance with the Method of Calculation.
- B6.3 If you are required to maintain the agreed Accommodation Payment because the Refundable Deposit has been reduced, you may do so by:
- B6.3.1 paying Daily Payment or increased Daily Payment, as notified by us;
  - B6.3.2 topping up your Refundable Deposit to the notified amount; or
  - B6.3.3 a combination of the above determined in accordance with the Method of Calculation.
- B6.4 If we agree to reduce the Daily Payment because you agree to increase your Refundable Deposit, any change to the Daily Payment is subject to your Refundable Deposit being increased to the agreed amount.

**B7 Conditions specific to Accommodation Contributions**

- B7.1 The amount of Accommodation Contribution for a day will not exceed the amount assessed for you based on your Means Tested Amount, if we receive the information required to make that assessment.
- B7.2 The amount of the Accommodation Contribution you must pay will vary from time to time depending on:
- B7.2.1 the Accommodation Supplement applicable to the Facility; and
  - B7.2.2 your Means Tested Amount.
- B7.3 If you pay a Refundable Deposit, we:
- B7.3.1 must, at your request, deduct the Daily Payment for you from the Refundable Deposit; and
  - B7.3.2 may require you to maintain the Refundable Deposit that is payable if the Refundable Deposit is reduced.
- B7.4 The amount of your Daily Payment will increase if your Refundable Deposit is reduced in accordance with the Method of Calculation.
- B7.5 If you are required to maintain the Accommodation Contribution that is payable because your Refundable Deposit has been reduced, you may do so by:
- B7.5.1 paying Daily Payments or increased Daily Payments;
  - B7.5.2 paying a Refundable Deposit or topping up your Refundable Deposit; or

- B7.5.3 a combination of the above.
- B7.6 If the amount of the Accommodation Contribution that is payable increases, we may require you to pay the increase. If you are required to pay the increase, you may do so by:
- B7.6.1 paying Daily Payments or increased Daily Payments;
- B7.6.2 paying a Refundable Deposit or topping up your Refundable Deposit; or
- B7.6.3 a combination of the above determined in accordance with the Method of Calculation.
- B7.7 If we agree to reduce the Daily Payment because you agree to increase your Refundable Deposit, any change to the Daily Payment is subject to your Refundable Deposit being increased to the agreed amount.

## **B8 Payment of your Care Fees**

- B8.1 The initial Care Fees you must pay are set out in the Particulars.
- B8.2 The Care Fees are calculated in accordance with section 52C-3 of the Aged Care Act and clause B9 (below).
- B8.3 The Care Fees are payable by you for your period of occupancy (including any periods of leave as assessed under the Aged Care Act including pre-entry leave), subject to any cap under the Aged Care Act.
- B8.4 The Care Fees must be paid by you in accordance with the Payment Cycle, with the first payment to be made on the date of entry. We may require you to make payments at different times, so long as we give you at least 28 days' notice of the change, or any shorter notice permitted under the Aged Care Act.

## **B9 How are your Care Fees determined**

Care Fees will be worked out and charged from time to time in accordance with the Aged Care Act, which as at the date of entry is based on the following (to the extent to which each item is relevant to you based on the Aged Care Act):

- B9.1 we work out the Standard Resident Contribution for you for the day in question;
- B9.2 to which is added the Compensation Payment Reduction (if applicable) for that day;
- B9.3 to which is added the Means Tested Care Fee (if applicable) for the day (this amount is chargeable from the date of entry with the actual amount payable to be determined by the Department, at which time, an appropriate adjustment will be made);
- B9.4 from which is subtracted the Hardship Supplement (if applicable) for the day;
- B9.5 to which is added the other agreed daily amounts set out in the Particulars and permitted under the Aged Care Act;
- B9.6 to which is added the Extra Service Fee for the day (if applicable).

**B10 Changes to your Care Fees**

B10.1 We may reassess and vary the Care Fees you are charged:

B10.1.1 by reapplying the method of calculation outlined in the preceding clause; and/or

B10.1.2 based on applicable legislation or policies set by a government department or agency from time to time, including the Department.

B10.2 Without limitation, we will review and vary your Care Fees whenever there is a change to your care needs or Means Tested Amount.

B10.3 Any change to your Care Fees will take effect on the sooner of:

B10.3.1 the first available date permitted by the Aged Care Act; and

B10.3.2 28 days after we give you notice of the change.

B10.4 A review of the Care Fees may be made at any time permitted by the Aged Care Act and/or notified by the Department and any delay in making a review does not prevent the review from taking place and being effective from the earliest possible date.

**B11 Fees for Additional Services**

If Additional Services are agreed, we will provide them at the agreed cost and this Agreement will be taken to incorporate the costs agreed from time to time.

**B12 Maximum charge applies if insufficient information to determine fees and charges**

If at the date of this Agreement we have insufficient information to calculate or assess any payment, contribution, fee or charge payable by you under this Agreement, including by reason of information being withheld by you or a government agency, you must pay the maximum amount permitted by the Aged Care Act until such time as an assessment can be made, at which time an appropriate adjustment must be made if a change is accepted by us or prescribed under the Aged Care Act.

**B13 Other services and charges**

B13.1 You are responsible for obtaining or providing and paying the cost of any items that do not form part of the services we are required to provide and which we are not otherwise funded for.

B13.2 Where permitted by the Aged Care Act, we may also charge for certain items from the list of care and services in the Quality of Care Principles depending on your classification as assessed under the Classification Principles.

**B14 Method of payment**

B14.1 Unless otherwise agreed, you must pay your Care Fees (and any other amounts you agree) by direct debit. For that purpose, you must provide us with a direct debit authority.

B14.2 Deductions will be made in accordance with the Payment Cycle or if a payment date falls due on a weekend or a public holiday, the next working day.

- B14.3 You must not cancel or suspend the direct debit authority unless alternate payment arrangements acceptable to us are made.
- B14.4 If in any payment period you believe you may have insufficient funds in your nominated account to pay us, you must notify us immediately to avoid bank charges and make alternate payment arrangements. We will pass on any fees charged by our bank.
- B14.5 Once this Agreement has ended your direct debit authority must not be cancelled until all outstanding costs and charges have been paid.

### **B15 Refunds of overpaid amounts**

If we determine that you have paid us more than you are required to pay under this Agreement (whether Care Fees, Accommodation Payment or Accommodation Contribution amounts), we may:

- B15.1 apply or credit the relevant amount toward any other amount you must pay us or are scheduled to pay us; and/or
- B15.2 refund the relevant amount or the balance (plus any interest due under the Aged Care Act) to you,

within 70 days of the Payment Cycle in which an overpayment is identified. Funds will be refunded by an agreed payment method or, failing agreement, in a manner we consider appropriate.

### **B16 Interest on late payments**

B16.1 Any money due by you to us under this Agreement which is not paid by the due date will attract interest at the rate prescribed under the Aged Care Act for that type of payment or if no rate is prescribed, at the rate of the then current MPIR (unless we expressly waive the payment of interest in writing), compounding on the sooner of:

- B16.1.1 the first permitted date by the Aged Care Act;
- B16.1.2 the date the relevant payment is reviewed or again charged; and
- B16.1.3 each calendar month.

B16.2 Interest is calculated and applied to the period commencing on the first day permitted under the Aged Care Act or otherwise 14 days after the date the money becomes payable, and ending on the date the amount is paid in full or if prescribed by the Aged Care Act, when you cease to be provided with care, whichever is the earlier.

### **B17 Costs on default**

If you breach this Agreement, you must pay or reimburse us on demand all costs, charges and expenses we reasonably incur as a result of the breach.

### **B18 Prudential Standards**



We are required to comply with the Prudential Standards which are set out in the *Fees and Payments Principles 2014 (No. 2)*. As at the date of this Agreement, these obligations include:

- B18.1 complying with the liquidity standard (which requires us to maintain sufficient liquidity to refund refundable deposits as required by the Aged Care Act);
- B18.2 maintaining a Refundable Deposit Register as required under the records standard which contains specified information in relation to the refundable deposits we hold;
- B18.3 maintaining a governance system regarding our management of Refundable Deposits;
- B18.4 providing to the Department an annual prudential compliance statement regarding our management of Refundable Deposits pursuant to the Disclosure Standard;
- B18.5 if you have paid a Refundable Deposit, providing to you:
  - B18.5.1 within 7 days of your request, a written statement in accordance with the *Fees and Payments Principles 2014 (No 2)*;
  - B18.5.2 on an annual basis:
    - (a) a copy of the entry into the Refundable Deposit Register with respect to the Refundable Deposit paid by you, as at the end of the financial year; and
    - (b) a written statement that we will provide the statement referred to in clause B18.5.1 to you if so requested.
- B18.6 providing to you and each prospective care recipient of the Facility, financial statements concerning us and/or the Facility as required by the Disclosure Standard.

## ANNEXURE C

### Rights and Responsibilities – General Conditions of Occupation

#### C1 Licence to occupy Facility

- C1.1 You have a right to occupy your room and use directed communal areas forming part of the Facility (on a non-exclusive basis) from the Agreed Entry Date for the remainder of your lifetime or until this Agreement is otherwise terminated in accordance with clause C9. You acknowledge that our staff and any person authorised by us may enter and remain in your room in case of emergency or for the purpose of carrying out our functions or duties or undertaking an inspection or required repairs and maintenance. We will retain a key for your room.
- C1.2 The occupancy rights conferred under this Agreement are contractual only and you:
- C1.2.1 are not conferred any tenancy or other estate or interest in or over the Facility; and
  - C1.2.2 must not register this Agreement or lodge any caveat in respect of the Facility or any part of it (and if you do so, you irrevocably authorise us to remove or withdraw the relevant dealing).

#### C2 Relocation (change of room or bed)

- C2.1 You may request to move to another bed in the Facility at any time and we may agree to the move at our discretion.
- C2.2 If you have been placed in a room on the basis that you have told us that you will pay an Accommodation Payment and it is subsequently determined that you are not eligible to pay an Accommodation Payment, you agree that you will move to another room in the Facility as notified to you.
- C2.3 You acknowledge that we have informed you and consulted with you about the possibility of you having to change rooms or beds within the Facility.
- C2.4 You agree to move to another room or bed in the Facility if:
- C2.4.1 the move is necessary to carry out repairs or improvements to the room (you will be able to return to the room once the repairs or improvements are completed);
  - C2.4.2 your room becomes an extra services room and you elect not to pay the Extra Service Fee; or
  - C2.4.3 the move is necessary on genuine medical grounds as assessed by the aged care assessment team or at least 2 medical practitioners who are competent to assess your aged care needs (one appointed by you and one appointed by us).
- C2.5 Moving to another room or bed will not change your date of entry under this Agreement. The date on which you entered the Facility will continue to apply for the purposes of clause B3 and for the purposes of applying the rules in relation to the minimum permissible asset value under section 52J-5 of the Aged Care Act.

- C2.6 If you propose to move to a new room or bed in the Facility and the move is voluntary:
- C2.6.1 this Agreement must be varied, before the move occurs, to specify the new room or the new part of the room;
  - C2.6.2 the day on which the Agreement is varied will become your Price Agreement Day; and
  - C2.6.3 you may be charged an Accommodation Payment amount, after the move, that is higher or lower than the Accommodation Payment amount in this Agreement (provided this does not exceed the maximum Accommodation Payment amount that is higher than the maximum Accommodation Payment amount that we advertised for the room or bed for your new Price Agreement Day).
- C2.7 If you are required to pay a higher Accommodation Payment amount for your new room or bed, you may choose to pay the additional Accommodation Payment amount by:
- C2.7.1 Daily Payments; or
  - C2.7.2 a Refundable Deposit; or
  - C2.7.3 a combination of these.
- C2.8 If we require you to move to a new room or bed in the Facility for less than 28 days and the move is not voluntary:
- C2.8.1 we will first tell you in writing which room or bed you must move to;
  - C2.8.2 there will be no change to your Price Agreement Day; and
  - C2.8.3 you will continue to be charged the same Accommodation Payment amount that you were paying before the move.
- C2.9 If we require you to move to a new room or bed in the Facility for 28 days or more and the move is not voluntary:
- C2.9.1 we will first tell you in writing which room or bed you must move to;
  - C2.9.2 the day on which we give you notice of the move will become your Price Agreement Day; and
  - C2.9.3 we will not charge you an Accommodation Payment amount that is higher than the Accommodation Payment you were paying before the move or our advertised Accommodation Payment amount for the new room or bed on your new Price Agreement Day.

### C3 Taking leave

- C3.1 You agree not to be away from the Facility for a continuous period exceeding 7 days except in cases of emergency or as otherwise provided by the Aged Care Act.

**C3.2 If:**

C3.2.1 you take leave otherwise than in accordance with the Aged Care Act so that no Residential Care subsidy or a lower Residential Care subsidy is payable to us; and

C3.2.2 you wish to retain a place in the Facility,

we may charge you for each day that your place is reserved, the fees totalling:

C3.2.3 your daily Care Fees as determined under this Agreement; and

C3.2.4 the daily Residential Care subsidy and any other subsidies that would have been payable to us under the Aged Care Act if you were not on leave,

plus or minus your Daily Payments (if applicable) and any other amounts prescribed under the Aged Care Act.

**C4 Complying with Rules of Occupancy**

C4.1 You must comply with the Rules of Occupancy (see Annexure D).

C4.2 We may alter the Rules of Occupancy after consulting with you and other care recipients of the Facility and giving you at least 28 days' notice of the change.

**C5 Personal belongings**

C5.1 You are responsible for the identification, safety and security of any personal belongings that you bring into the Facility (personal items are not covered by our insurance policy).

C5.2 We may require you to remove any items that we consider are inappropriate, dangerous, unsafe or insecure as well as any items that are contrary to the requirements of our insurers or which would adversely affect any insurance policy concerning the Facility.

C5.3 You should ensure that any personal items that you bring into the Facility are stored securely.

C5.4 We are not liable for the loss, damage or theft of any of your personal belongings under any circumstances.

C5.5 As set out in clause C13.1, you must remove all personal items within 2 days of terminating this Agreement failing which we may arrange for the storage and/or disposal of the personal items at your cost. We are not responsible for any items left at the Facility for more than 2 days after termination of this Agreement.

**C6 Response to emergency events**

C6.1 If there is an emergency event or series of events which give rise to an emergency, such as an outbreak of contagious disease, fire, flood, war, strike or riot or act or event of a similar nature or we reasonably believe that an emergency event may occur, which may affect the Facility or the care recipients or staff of the Facility, we may evacuate and/or relocate you from the Facility for the period during which the emergency event affects, or in our reasonable belief may affect, the Facility.

- C6.2 You acknowledge that we may make all decisions and perform all actions which we believe are reasonably necessary to maintain your safety and that of other care recipients at the Facility before, during and after an emergency event.
- C6.3 Our decision to evacuate and/or relocate you is subject to:
- C6.3.1 our assessment of the severity and duration of the emergency event and the likelihood of the emergency event affecting you or the Facility;
  - C6.3.2 the availability of alternative accommodation during the emergency event; and
  - C6.3.3 directives and warnings from local, state or Commonwealth authorities and emergency services.
- C6.4 If you are required to vacate or evacuate, we must use our best endeavours to provide you with a safe and secure environment and otherwise comply with our obligations under the Aged Care Act.
- C6.5 To the full extent permitted by law, you release and discharge us from:
- C6.5.1 all liability, damages, injury, claims or costs incurred by or accruing to you as a result of us exercising our powers pursuant to this clause; and
  - C6.5.2 any damage or loss caused to your property as a result of us evacuating or relocating you from the Facility.
- C6.6 If we evacuate and/or relocate you, your obligations under this Agreement continue and there is no abatement of any payment to be made by you except where required by law.

## **C7 Charter of Care Recipients' Rights and Responsibilities**

You have the rights and responsibilities as provided at law including under the Charter of Care Recipients' Rights and Responsibilities – Residential Care set out in the Aged Care Act and detailed in Annexure E.

## **C8 Notice of default**

- C8.1 If you fail to comply with this Agreement, we may:
- C8.1.1 give you a default notice setting out the breach; and
  - C8.1.2 require that the breach be remedied or that the breach not happen again.
- C8.2 If we require you to remedy the breach, the default notice will specify a time within which the breach must be remedied.

**C9 When this Agreement will end**

This Agreement will end in any of the following circumstances:

- C9.1 upon your death;
- C9.2 upon the expiration of 7 days after the date upon which you (or your authorised representative) give written notice to us of your intention to terminate this Agreement, provided you vacate the Facility within that period;
- C9.3 if the Facility or part of the Facility is closing whether on a permanent or temporary basis;
- C9.4 if you do not commence continuous occupation in the Facility on the agreed date of entry, and we give you at least 7 days' notice in writing of our expectation of you commencing occupation and you fail to do so within that period, and we notify you that this Agreement is terminated;
- C9.5 if you have not paid any cost, fee or charge due under this Agreement to us within 42 days after the date upon which it became payable for a reason within your control;
- C9.6 if you have intentionally caused:
- C9.6.1 serious damage to the Facility; or
- C9.6.2 serious injury to any of our staff or volunteers or to another care recipient within the Facility,
- and we notify you that this Agreement is terminated for that reason;
- C9.7 if you are away from the Facility for a continuous period of at least 7 days for a reason other than a reason permitted by the Aged Care Act or an emergency and we notify you that this Agreement is terminated for that reason;
- C9.8 if:
- C9.8.1 we no longer provide accommodation and care suitable for you having regard to your long-term assessed needs as assessed by an aged care assessment team or at least 2 medical or health practitioners (one appointed by you and one appointed by us); and
- C9.8.2 we do not agree to provide care of the kind that you need,
- and for the purpose of allowing any required assessment:
- C9.8.3 you accept that you will be examined, placed under observation or otherwise assessed by the aged care assessment team or the medical practitioners appointed for this purpose; and
- C9.8.4 you agree to be bound by the outcome of the assessment, including the decision of the medical or other health practitioners and/or the aged care assessment team; or
- C9.9 any other right of termination by us arises under common law and we elect to exercise that right of termination.

C9.10 The termination of the Agreement will not in any way prejudice or affect the rights, duties or obligations of the parties which may have arisen prior to the date of termination. The provisions of the Agreement dealing with confidentiality and privacy, insurance, indemnities and consequences of termination survive termination and may be enforced at any time.

## **C10 Requirement to leave the Facility**

We can require you to leave the Facility if:

C10.1 this Agreement ends or we are entitled to end this Agreement; or

C10.2 an emergency event arises.

## **C11 Your rights upon being asked to leave the Facility**

C11.1 If we require you to leave the Facility, then we must give you written notice of:

C11.1.1 our decision;

C11.1.2 the reasons for the decision;

C11.1.3 when you are to leave; and

C11.1.4 your rights, including your right of access to:

- the complaints resolution mechanisms;
- independent complaints processes; and
- one or more representatives of an advocacy service.

C11.2 Such notice must be given to you at least 14 days before you are required to leave the Facility unless we determine that you need to vacate earlier in response to an emergency event, in which case, we will give you as much notice as practicable.

## **C12 Steps to assist you obtain alternative accommodation**

C12.1 Subject to any need to respond to an emergency event, if you need alternative accommodation because you are required to leave the Facility or we cannot provide the level of care you require, we may (at your request) refer you or your authorised representative to the Commonwealth aged care assessment team or any other appropriate body (such as a Guardianship and Administration Board/Tribunal) to assist with determining which care facilities would be most suitable for you.

C12.2 If requested by you or your authorised representative, we will provide reasonable assistance to move you to suitable alternative accommodation and contact the facility to make arrangements for your move.

C12.3 Your long-term assessed needs must be assessed by an aged care assessment team or at least 2 medical or other health practitioners who are competent to assess those needs (one appointed by you and one appointed by us). For the purpose of allowing any required assessment:

- C12.3.1 you accept that you will be examined, placed under observation or otherwise assessed by the aged care assessment team or the medical practitioners appointed for this purpose; and
- C12.3.2 you agree to be bound by the outcome of the assessment, including the decision of medical or other health practitioners and/or the aged care assessment team.

### **C13 Consequences of Termination**

C13.1 Upon the termination of this Agreement:

- C13.1.1 you must immediately deliver up to us all keys to your room and all other property belonging to us within your possession or control;
- C13.1.2 you must immediately remove all of your personal belongings from the Facility, unless we agree to a storage arrangement in a nominated area of the Facility. If your personal belongings are not removed from the Facility within 2 days from the date of termination, we will be entitled to arrange for the storage and/or disposal of your personal belongings at your cost. If we suffer loss as a result of your failure to remove your personal belongings from the Facility, you will be liable for that loss (which may include the loss of revenue as a result of the room not being vacant);
- C13.1.3 you are liable for the costs of cleaning and if necessary, reinstating your room to its original state, fair wear and tear excepted; and
- C13.1.4 you are entitled to a refund of the balance of your Refundable Deposit (if any) (less permitted deductions, including amounts payable to us under this Agreement), although we may require a grant of probate or equivalent.

C13.2 Termination of this Agreement for any reason does not affect one party's right of action against another party in respect of any breaches of any of the conditions of this Agreement before the termination of this Agreement.

C13.3 The provisions of this Agreement dealing with payments, security for payment, indemnities, confidentiality and privacy and consequences of termination survive the end of this Agreement and may be enforced at any time.

### **C14 Dealing with your representatives**

We may consult with your nominated representatives. On request, you must provide sufficient evidence of the authority of your representatives to deal with or manage your affairs (or they must do so on your behalf).

### **C15 Privacy and sharing of personal and health information**

C15.1 Your personal and health information will be used by us for the purposes of providing or procuring care services, as well as to enable internal administration, training, assessments and reviews and any other use permitted by law. We may need to disclose personal and/or health information to third parties who are concerned with the provision or procurement of services, including sub-contractors. Disclosures may also be made to other third parties, including health professionals,



advisors and regulatory authorities. Where disclosure takes place, we will seek to ensure your information is handled appropriately.

- C15.2 Failure to provide us with requested personal and/or health information may affect the fees and charges you are required to pay under this Agreement and the care and services we provide.
- C15.3 You must contact us if you would like to see any of the personal and/or health information collected by us or if you have further questions about the handling of your personal and/or health information.
- C15.4 Personal and health information is managed in accordance with our privacy policy. We may provide you with other policies concerning our handling of personal and health information which should be read in conjunction with this Agreement.
- C15.5 You must contact us if you would like to see any of your personal and/or health information that we hold or if you have further questions about the handling of your personal and/or health information. You may also make a complaint about our handling of your personal and health information to the Office of the Australian Information Commissioner.

## **C16 Concerns and complaints**

- C16.1 If you have a concern or complaint concerning our services, including our handling of personal and health information, you should promptly contact our Complaints Officer or any other member of staff. Your complaint will be handled fairly and promptly in accordance with our complaints procedure which at the date of this Agreement is as follows:
  - C16.1.1 we will review and investigate all complaints whether made verbally or in writing (where necessary, this may include discussing the complaint with the complainant and anyone else involved);
  - C16.1.2 we will review our policies, practices and procedures in light of the complaint where appropriate; and
  - C16.1.3 we will respond to all complaints within a reasonable timeframe having regard to the nature of the complaint.
- C16.2 If you are not satisfied with our response, you may refer your complaint to any State advocacy service or the Aged Care Complaints Commissioner or any other relevant government body which deals with complaints. The Aged Care Complaints Commissioner can be contacted on 1800 550 552.
- C16.3 Further detail about our complaints procedure is set out in our complaints policy a copy of which is available on request

## **C17 Your obligation to provide us with accurate information**

- C17.1 You warrant that all information provided to us in connection with this Agreement and your occupation of the Facility (including information concerning your assets and income, personal details and physical condition and health) is accurate and not misleading (including by omission).

- C17.2 You acknowledge that we rely on you to provide us with accurate information and you must promptly notify us if any information provided to us is no longer current or is incorrect or misleading.
- C17.3 You must provide us with any materials we reasonably require to verify any of the information provided to us by you or on your behalf.

## **C18 Variation of this Agreement**

- C18.1 This Agreement can be varied by mutual consent, following adequate consultation between us and you except if the variation is necessary to implement the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and we have given you reasonable notice in writing about the variation. However, this Agreement cannot be varied in a way that is inconsistent with prescribed laws including the Extra Service Principles.
- C18.2 In the event of a change under this Agreement, including to the services, contributions, payments, fees and/or the Rules of Occupancy, this Agreement will be deemed to have been varied accordingly.
- C18.3 This Agreement will be deemed to have been varied to accord with any amendment to the Aged Care Act from time to time; for example, to the rights and obligations of care recipients and approved providers.

## **C19 Assignment**

- C19.1 We may assign or novate all or part of our interest, rights and obligations under this Agreement to a third party of our choice, by way of giving written notice of the change to you.
- C19.2 If notice is given under this clause, references in this Agreement to 'us' or 'we' will be taken to be references to the notified assignee, as if named in this Agreement, with the change to take effect from the date specified in the notice.

## **C20 Opportunity to obtain independent advice**

You acknowledge that you have had the opportunity to have this Agreement explained to you, ask questions and obtain independent advice (including legal and financial advice) and that you are satisfied with all elements of the manner in which accommodation and services will be provided.

## **C21 General**

- C21.1 Unless otherwise stated, each amount payable by you in respect of a taxable supply is expressed as a goods and services tax-exclusive amount. Any goods and services tax or similar tax payable on or in connection with a taxable supply to you under this Agreement is payable by you, in addition to the base amount, with tax to be paid at the same time and in the same manner as the relevant payment (as notified).
- C21.2 No time or indulgence granted by us nor any failure on our part to take action in respect of any breach of your obligations set out in this Agreement constitutes a waiver of any of the provisions of this Agreement with respect to any subsequent or continuing breach.

- C21.3 If any one or more of the provisions of this Agreement are held to be illegal, void or voidable whether at your option or otherwise, such provisions must be severed from the remaining provisions, which remain binding and enforceable against you.
- C21.4 This Agreement is governed by the laws of the State or Territory in which the Facility is located.
- C21.5 This Agreement is the entire agreement of the parties about the subject matter of this Agreement and supersedes any prior representations, negotiations, arrangements, understandings or agreements (other than any agreements, acknowledgements or confirmations issued or entered into pursuant to this Agreement).

SAMPLE

## ANNEXURE D

### Rules of Occupancy

You must comply with the following Rules of Occupancy which may change under this Agreement.

- D1 You must not use your room for any purpose other than as a dwelling and you must not part with your interest in or possession of the room to any other person.
- D2 You must notify the Facility Manager of the name, address and telephone number of your doctor prior to admission to the Facility. On admission, you must bring a brief medical history and details of your current medication.
- D3 If your own doctor is unable to attend you after admission, you may wish to be referred to a doctor within the vicinity of the Facility. In this case, you must bring a referral from your own doctor, which should include a brief medical history and details of your current medication.
- D4 You must provide us with details of your pensioner medical card and any private health insurance.
- D5 You must provide us with the details of your next-of-kin or authorised representative (eg duly appointed attorney, administrator/financial manager and/or guardian) on admission. You must notify us of any change of next-of-kin or authorised representative.
- D6 You must advise of the contact details of the executors of your will.
- D7 You must pay your Care Fees, accommodation costs and any other charges under this Agreement at the times and in the manner specified in this Agreement or as directed by us.
- D8 You must not commit any improper or disorderly conduct.
- D9 You must not bring or keep in your room or on the Facility grounds any animal without our written consent. We may give written consent to keep an animal in your room or on the Facility grounds but we may revoke such consent after consultation with you or your representative(s). We reserve the right to make the final decision in regard to the keeping of an animal by you.
- D10 You must not enter any room allotted to the exclusive use of another care recipient without the invitation or permission of that care recipient.
- D11 You must not make or permit to be made any alterations or additions to your room without our prior written consent.
- D12 We reserve the right for our officers, agents or servants to enter your room at all reasonable times for the purpose of cleaning, changing bed linen and inspecting the condition of the room and its furniture and other contents.
- D13 You must not do or permit to be done any act or thing which may in any way invalidate or violate the conditions of any insurance policy relating to the Facility or cause the premiums payable in respect thereof to be increased.
- D14 You must not indulge in excessive drinking of alcohol or unlawful use of drugs in or around your room or any part of the Facility or permit excessive drinking of alcohol or unlawful use of drugs to be carried out in or around your room or any part of the Facility.

- D15 You must not mark, paint or drive nails or screws into or in any way deface the walls, ceilings, partitions, floors, wood, stone or ironwork of your room or any of our furniture, fittings and fixtures.
- D16 You must not do anything that may result in the Facility or any fixtures or fittings in the Facility being damaged in any way.
- D17 You must not install any additions to your room, for example power points for lighting, heating or other electrical devices, without our prior written consent.
- D18 You must not give gifts to members of staff at the Facility.
- D19 You are responsible for taking care of your valuables.
- D20 You must label your clothes with your name.
- D21 Relatives and friends may visit you at reasonable times. You may not have another person stay in your room overnight unless you have obtained our prior consent.
- D22 You must not smoke in any area of the Facility other than the designated smoking areas (if any).
- D23 You must not do anything which may cause us to be in breach of our obligations under workplace health and safety legislation with respect to you, our staff, another care recipient or a visitor to the Facility.
- D24 Before entering the Facility, you must have any personal electrical appliances such as hair dryers, bedside clocks, bedside lamps, toasters and kettles, radios and televisions that will be used within the Facility certified and tagged as safe for use by a qualified electrician. All equipment must be recertified at your cost every 12 months. Double-adaptors are not permitted and only power boards which have overload protection and are individually switched will be considered, and then only in exceptional circumstances.
- D25 Any personal furniture or effects provided by you must be assessed on the basis of safety, size and functionality and approved by the Facility Manager as appropriate prior to their delivery to the Facility.
- D26 Motorised scooters must be stored in the allocated area of the Facility. We are not responsible for the maintenance or repair of motorised scooters.
- D27 If you require our care staff to accompany you to an appointment, you must pay the costs as notified to you.
- D28 You acknowledge that the Facility is a workplace and a home and that staff, care recipients and visitors are entitled to privacy. You must not photograph, record (whether by video or audio) or allow any other person to photograph or record:
- D28.1 staff or other personnel except with prior written authorisation from the Facility Manager; or
- D28.2 any other care recipient or visitor without their express prior consent. Please be mindful that some care recipients may not have capacity to give valid consent. You will need to speak with the Facility Manager before photographing or recording anyone you believe may not be able to give consent.

- D29 Photographs or recordings may only be used for the purpose consented to by the individuals photographed/recorded.
- D30 Except with our prior written consent, you may not install any visual or audio recording devices in any part of the Facility.
- D31 Any photographs, videos or other recordings taken in breach of the Rules of Occupancy must be immediately deleted or destroyed.
- D32 You agree to raise any complaints or concerns through the proper processes including our complaints process and/or the Aged Care Complaints Commissioner. You agree you will not make or allow others to publish or make derogatory or defamatory statements about other care recipients, visitors or staff.

SAMPLE

## ANNEXURE E

### Charter of Care Recipients' Rights and Responsibilities – Residential Care

#### E1 Care recipients' rights – residential care

##### Each care recipient has the following rights:

- E1.1 to full and effective use of his or her personal, civil, legal and consumer rights;
- E1.2 to quality care appropriate to his or her needs;
- E1.3 to full information about his or her own state of health and about available treatments;
- E1.4 to be treated with dignity and respect, and to live without exploitation, abuse or neglect;
- E1.5 to live without discrimination or victimisation, and without being obliged to feel grateful to those providing his or her care and accommodation;
- E1.6 to personal privacy;
- E1.7 to live in a safe, secure and homelike environment, and to move freely both within and outside the residential care service without undue restriction;
- E1.8 to be treated and accepted as an individual, and to have his or her individual preferences taken into account and treated with respect;
- E1.9 to continue his or her cultural and religious practices, and to keep the language of his or her choice without discrimination;
- E1.10 to select and maintain social and personal relationships with anyone else without fear, criticism or restriction;
- E1.11 to freedom of speech;
- E1.12 to maintain his or her personal independence;
- E1.13 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;
- E1.14 to maintain control over, and to continue making decisions about, the personal aspects of his or her daily life, financial affairs and possessions;
- E1.15 to be involved in the activities, associations and friendships of his or her choice, both within and outside the Residential Care service;
- E1.16 to have access to services and activities available generally in the community;
- E1.17 to be consulted on, and to choose to have input into, decisions about the living arrangements of the Residential Care service;

- E1.18 to have access to information about his or her rights, care, accommodation and any other information that relates to the care recipient personally;
- E1.19 to complain and to take action to resolve disputes;
- E1.20 to have access to advocates and other avenues of redress; and
- E1.21 to be free from reprisal, or a well-founded fear of reprisal, in any form for taking action to enforce his or her rights.

## E2 **Care recipients' responsibilities – residential care**

### **Each care recipient has the following responsibilities:**

- E2.1 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;
- E2.2 to respect the rights of staff to work in an environment free from harassment;
- E2.3 to care for his or her own health and well-being, as far as he or she is capable; and
- E2.4 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.



## ANNEXURE F

### Specified Care and Services for Residential Care

The following table specifies the hotel services that must be provided for all care recipients who need them.

<b>Item</b>	<b>Service</b>	<b>Content</b>
1.1	Administration	General operation of the Residential Care service, including documentation relating to care recipients.
1.2	Maintenance of buildings and grounds	Adequately maintained buildings and grounds.
1.3	Accommodation	Utilities such as electricity and water.
1.4	Furnishings	Bedside lockers, chairs with arms, containers for personal laundry, dining, lounge and recreational furnishings, draw-screens (for shared rooms), wardrobe space and towel rails. Excludes furnishings a care recipient chooses to provide.
1.5	Bedding	Beds and mattresses, bed linen, blankets, and absorbent or waterproof sheeting.
1.6	Cleaning services, goods and facilities	Cleanliness and tidiness of the entire Residential Care service. Excludes a care recipient's personal area if the care recipient chooses and is able to maintain this himself or herself.
1.7	Waste disposal	Safe disposal of organic and inorganic waste material.
1.8	General laundry	Heavy laundry facilities and services, and personal laundry services, including laundering of clothing that can be machine washed. Excludes cleaning of clothing requiring dry cleaning or another special cleaning process, and personal laundry if a care recipient chooses and is able to do this himself or herself.
1.9	Toiletry goods	Bath towels, face washers, soap, toilet paper, tissues, toothpaste, toothbrushes, denture cleaning preparations, mouthwashes, moisturiser, shampoo, conditioner, shaving cream, disposable razors and deodorant.
1.10	Meals and refreshments	(a) Meals of adequate variety, quality and quantity for each care recipient, served each day at times generally acceptable to both care recipients and management, and generally consisting of 3 meals per day plus morning tea, afternoon tea and supper; (b) Special dietary requirements, having regard to either medical need or religious or cultural observance; (c) Food, including fruit of adequate variety, quality and quantity, and non-alcoholic beverages, including fruit juice.
1.11	Care recipient social activities	Programs to encourage care recipients to take part in social activities that promote and protect their dignity, and to take part in community life outside the Residential Care service.
1.12	Emergency assistance	At least one responsible person is continuously on call and in reasonable proximity to render emergency assistance.

The following table specifies the care and services that must be provided for all care recipients who need them.

<b>Item</b>	<b>Care or service</b>	<b>Content</b>
2.1	Daily living activities assistance	<p>Personal assistance, including individual attention, individual supervision, and physical assistance, with the following:</p> <ul style="list-style-type: none"> <li>(a) bathing, showering, personal hygiene and grooming;</li> <li>(b) maintaining continence or managing incontinence, and using aids and appliances designed to assist continence management;</li> <li>(c) eating and eating aids, and using eating utensils and eating aids (including actual feeding if necessary);</li> <li>(d) dressing, undressing, and using dressing aids;</li> <li>(e) moving, walking, wheelchair use, and using devices and appliances designed to aid mobility, including the fitting of artificial limbs and other personal mobility aids;</li> <li>(f) communication, including to address difficulties arising from impaired hearing, sight or speech, or lack of common language (including fitting sensory communication aids), and checking hearing aid batteries and cleaning spectacles.</li> </ul> <p>Excludes hairdressing.</p>
2.2	Meals and refreshments	Special diet not normally provided.
2.3	Emotional support	Emotional support to, and supervision of, care recipients.
2.4	Treatments and procedures	<p>Treatments and procedures that are carried out according to the instructions of a health professional or a person responsible for assessing a care recipient's personal care needs, including supervision and physical assistance with taking medications, and ordering and reordering medications, subject to requirements of State or Territory law.</p> <p>Includes bandages, dressings, swabs and saline.</p>
2.5	Recreational therapy	Recreational activities suited to care recipients, participation in the activities, and communal recreational equipment.
2.6	Rehabilitation support	Individual therapy programs designed by health professionals that are aimed at maintaining or restoring a care recipient's ability to perform daily tasks for himself or herself, or assisting care recipients to obtain access to such programs.
2.7	Assistance in obtaining health practitioner services	Arrangements for aural, community health, dental, medical, psychiatric and other health practitioners to visit care recipients, whether the arrangements are made by care recipients, relatives or other persons representing the interests of care recipients, or are made direct with a health practitioner.
2.8	Assistance in obtaining access to specialised therapy services	Making arrangements for speech therapists, podiatrists, occupational or physiotherapy practitioners to visit care recipients, whether the arrangements are made by care recipients, relatives or other persons representing the interests of care recipients.

Item	Care or service	Content
2.9	Support for care recipients with cognitive impairment	Individual attention and support to care recipients with cognitive impairment (for example, dementia and behavioural disorders), including individual therapy activities and specific programs designed and carried out to prevent or manage a particular condition or behaviour and to enhance the quality of life and care for such care recipients and ongoing support (including specific encouragement) to motivate or enable such care recipients to take part in general activities of the Residential Care service.

The following table specifies the care and services that must be provided for all care recipients who need them.

**Note:** A care recipient to whom subsection 7(6) of the Quality of Care Principles applies must not be charged an additional fee for the provision of care or services specified in the following table (see subsection 7(5) of the Quality of Care Principles).

Item	Care or service	Content
3.1	Furnishings	Over-bed tables.
3.2	Bedding materials	Bed rails, incontinence sheets, ripple mattresses, sheepskins, tri-pillows, and water and air mattresses appropriate to each care recipient's condition.
3.3	Goods to assist care recipients to move themselves	Crutches, quadruped walkers, walking frames, walking sticks, and wheelchairs. Excludes motorised wheelchairs and custom made aids.
3.4	Goods to assist staff to move care recipients	Mechanical devices for lifting care recipients, stretchers, and trolleys.
3.5	Goods to assist with toileting and incontinence management	Absorbent aids, commode chairs, disposable bed pans and urinal covers, disposable pads, over-toilet chairs, shower chairs and urodomes, catheter and urinary drainage appliances, and disposable enemas.
3.6	Nursing services	Initial assessment and care planning carried out by a nurse practitioner or registered nurse, and ongoing management and evaluation carried out by a nurse practitioner, registered nurse or enrolled nurse acting within their scope of practice. Nursing services carried out by a nurse practitioner, registered nurse or enrolled nurse, or other professional appropriate to the service (for example, medical practitioner, stoma therapist, speech pathologist, physiotherapist or qualified practitioner from a palliative care team), acting within their scope of practice.  Services may include, but are not limited to, the following: (a) establishment and supervision of a complex pain management or palliative care program, including monitoring and managing any side effects; (b) insertion, care and maintenance of tubes, including intravenous and naso-gastric tubes; (c) establishing and reviewing a catheter care program, including the insertion, removal and replacement of catheters; (d) establishing and reviewing a stoma care program;

Item	Care or service	Content
		<p>(e) complex wound management;</p> <p>(f) insertion of suppositories;</p> <p>(g) risk management procedures relating to acute or chronic infectious conditions;</p> <p>(h) special feeding for care recipients with dysphagia (difficulty with swallowing);</p> <p>(i) suctioning of airways;</p> <p>(j) tracheostomy care;</p> <p>(k) enema administration;</p> <p>(l) oxygen therapy requiring ongoing supervision because of a care recipient's variable need;</p> <p>(m) dialysis treatment.</p>
3.7	Therapy services, such as, recreational, speech therapy, podiatry, occupational, and physiotherapy services	<p>(a) Maintenance therapy delivered by health professionals, or care staff as directed by health professionals, designed to maintain care recipients' levels of independence in activities of daily living;</p> <p>(b) More intensive therapy delivered by health professionals, or care staff as directed by health professionals, on a temporary basis that is designed to allow care recipients to reach a level of independence at which maintenance therapy will meet their needs.</p> <p>Excludes intensive, long-term rehabilitation services required following, for example, serious illness or injury, surgery or trauma.</p>

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**ANNEXURE G**  
**Additional Provisions**

SAMPLE

## ANNEXURE H

### Definitions

In this Agreement:

- H1 **Accommodation Contribution** means a contribution paid for accommodation provided with Residential Care that is payable by a care recipient whose Means Tested Amount is less than the Maximum Accommodation Supplement for the day of their entry and includes the Accommodation Contribution (if any) specified in the Particulars;
- H2 **Accommodation Payment** means a payment for accommodation provided with Residential Care or flexible care that is payable by a care recipient whose Means Tested Amount is equal to or greater than the Maximum Accommodation Supplement for the day of their entry and includes the Accommodation Payment (if any) specified in the Particulars;
- H3 **Accommodation Supplement** means the supplement referred to in section 44-28 of the Aged Care Act;
- H4 **Additional Services** means any services you elect to receive in addition to the standard care we are required to provide under the Aged Care Act;
- H5 **Aged Care Act** means the *Aged Care Act 1997* (Cth) and its associated Principles;
- H6 **Agreed Entry Date** means the date specified in the Particulars;
- H7 **Agreement** means this agreement, including the Particulars and Annexures;
- H8 **Annexure** means an annexure to this Agreement;
- H9 **Care Fees** means the fees payable by you towards the costs of your care calculated in accordance with section 52C-3 of the Aged Care Act;
- H10 **Care Recipient** means the care recipient(s) specified in the Particulars and, if there are more than one, them jointly and severally during their period of combined occupation and upon one ceasing to occupy the Facility, the survivor, if they continue to reside in the Facility;
- H11 **Charged Property** means any real estate in which you have an interest, including the property specified in the Particulars (if any);
- H12 **Classification Principles** means the *Classification Principles 2014* (Cth);
- H13 **Compensation Payment Reduction** has the meaning given by section 44-20 of the Aged Care Act;
- H14 **Daily Accommodation Contribution** means an Accommodation Contribution which accrues daily and is payable by periodic payment and which is calculated in accordance with the Method of Calculation;
- H15 **Daily Accommodation Payment** means an Accommodation Payment that accrues daily and is paid by periodic payment and which is calculated in accordance with the Method of Calculation;
- H16 **Daily Payment** means a Daily Accommodation Payment or Daily Accommodation Contribution calculated in accordance with the Method of Calculation;

- H17 **Department** means the Commonwealth Department of Health or any successor or substitute Commonwealth government department or instrumentality under the Aged Care Act;
- H18 **Extra Service Fee** means the fee (if any) that the Provider may charge in accordance with Division 35 of the Aged Care Act;
- H19 **Extra Service Principles** means the *Extra Service Principles 2014 (Cth)*;
- H20 **Facility** means the facility from which care and services are to be provided;
- H21 **Guarantor** means the person(s) specified in the Particulars and, if there are more than one, each guarantor is jointly and severally liable and responsible for the obligations of the Guarantor under this Agreement;
- H22 **Hardship Supplement** means a supplement that we may receive in respect of you if you are approved for financial hardship assistance in accordance with Division 44 of the Aged Care Act;
- H23 **Maximum Accommodation Supplement** has the meaning given by section 44-21(6) of the Aged Care Act and is a subsidy we receive from the Government for care recipients who cannot meet their accommodation costs;
- H24 **Means Tested Amount** is an amount assessed for you which determines your eligibility to pay a Means Tested Care Fee and/or Accommodation Payment and the amount of your Means Tested Care Fee (if any). This amount is worked out in accordance with section 44-22 of the Aged Care Act;
- H25 **Means Tested Care Fee** has the meaning given by section 52C-3(3) of the Aged Care Act and is a fee you may be required to pay to us depending on your assets and income;
- H26 **Method of Calculation** means the method of calculating payments under the Aged Care Act being:
- H26.1 in the case of a Daily Payment, the MPIR multiplied by the agreed Refundable Deposit amount for the relevant day divided by 365;
- H26.2 in the case of a Refundable Deposit, the Daily Payment amount multiplied by 365 and divided by the MPIR;
- H26.3 in the case of an Accommodation Payment paid by way of a combination between Daily Payments and a Refundable Deposit, the Refundable Deposit paid and a Daily Payment equal to the difference between that amount and the agreed Accommodation Payment amount (expressed as a Refundable Deposit), multiplied by the MPIR and divided by 365; and
- H26.4 in the case of a Refundable Deposit which has been reduced, a Daily Payment equal to the difference between the balance of the Refundable Deposit after the reductions and the agreed Accommodation Payment or Accommodation Contribution amount (expressed as a Refundable Deposit) multiplied by the MPIR and divided by 365;
- H27 **MPIR** means the maximum permissible interest rate prescribed by the Aged Care Act;
- H28 **Particulars** means the particulars at the start of this Agreement;

- H29 **Payment Cycle** means the payment cycle for your fees and charges specified in the Particulars or any other cycle agreed in writing from time to time;
- H30 **Pre-entry Leave** means any leave taken by you prior to entry pursuant to section 42-3 of the Aged Care Act;
- H31 **Price Agreement Day** means the date of this Agreement specified in the Particulars or, if no date is specified, the Agreed Entry Date, or if after that date you move or are required to move to another room or bed in the Facility, the date prescribed in clause C2;
- H32 **Provider** means the approved provider for the Facility;
- H33 **Quality of Care Principles** means the *Quality of Care Principles 2014* (Cth);
- H34 **Refundable Accommodation Contribution** means an Accommodation Contribution that does not accrue daily and is paid as a lump sum;
- H35 **Refundable Accommodation Deposit** means an Accommodation Payment that does not accrue daily and is paid as a lump sum;
- H36 **Refundable Deposit** means a Refundable Accommodation Deposit or a Refundable Accommodation Contribution;
- H37 **Refundable Deposit Balance** means in relation to a Refundable Deposit at a particular time, an amount equal to the difference between the amount of the Refundable Deposit and any amounts that have been, or are permitted to be, deducted at the time from the Refundable Deposit under the Aged Care Act;
- H38 **Rules of Occupancy** means the rules set out in Annexure D, if any, and/or any additional or replacement rules notified by the Provider in relation to the occupation of the Facility;
- H39 **Standard Resident Contribution** has the meaning given by section 52C-4 of the Aged Care Act and is an amount equal to 85% of the basic age pension. The Standard Resident Contribution is adjusted by the Department in line with changes to the pension; and

unless inconsistent with the context, other terms defined in the Aged Care Act and used in this Agreement in the manner contemplated by the Aged Care Act, have the meaning given to them in the Aged Care Act.



## ANNEXURE I

### Guarantee and Indemnity

#### I1 Guarantor's obligations

In consideration of the Provider entering into this Agreement with the Care Recipient, the Guarantor:

- I1.1 guarantees that the Care Recipient will perform all the Care Recipient's obligations under this Agreement;
- I1.2 must pay the Provider on demand any money owing or payable to the Provider by the Resident; and
- I1.3 indemnifies the Provider against all loss resulting from the Provider having entered this Agreement, whether from the Care Recipient's breach of any provision of this Agreement or from this Agreement being or becoming unenforceable against the Care Recipient.

#### I2 Liability not affected

The Guarantor's liability is not affected by:

- I2.1 the Provider granting the Care Recipient or any Guarantor any time or other indulgence;
- I2.2 the Provider agreeing not to sue the Care Recipient or any Guarantor;
- I2.3 the death of the Care Recipient;
- I2.4 the termination of this Agreement;
- I2.5 any assignment or variation of this Agreement; or
- I2.6 any provision of this Agreement being (or being found to be) unenforceable.

#### I3 Covenants

The Guarantor agrees:

- I3.1 not to seek to recover any money from the Care Recipient by way of reimbursement for payments made by the Guarantor to the Provider until the Provider has been paid in full;
- I3.2 not to prove, claim or exercise voting rights if a trustee in bankruptcy is appointed in respect of the Care Recipient for any amount which the Provider has demanded from the Guarantor until the Provider has been paid in full; and
- I3.3 to pay the Provider any money which the Provider is required to refund to the Care Recipient's trustee in bankruptcy as preferential payments received from the Care Recipient.

**14 Reinstatement of guarantee**

If any payment or other transaction in connection with this Agreement including this Annexure is void, voidable, unenforceable or defective or claimed to be so and that claim is upheld:

- 14.1 the liability of the Guarantor is to be what it would have been if the payment or other transaction had not been made; and
- 14.2 immediately the Provider requests it, the Guarantor must do everything necessary to put the Provider back into the position it would have been in had the payment or other transaction not been made.

**15 Assignment**

The Provider may assign its rights under this Annexure to any person to whom it transfers the Facility or assigns its interest in this Agreement.

**16 Joint and several liability**

If there is more than one Guarantor, the guarantee and indemnity in this Annexure binds them jointly and each of them individually.

SAMPLE

## ANNEXURE J

### Acknowledgement of Payment Obligation and Charge

You acknowledge that:

- J1 you must pay us the fees and charges outstanding from time to time for the provision of care, services and accommodation by the due date for payment, together with any applicable interest (**debt**);
- J2 the indebtedness to us can only be satisfied by a payment to us or our authorised nominee (as notified, if any);
- J3 in consideration of the provision of care, services and accommodation, you charge all of your interest in the Charged Property (including all improvements on the Charged Property) with the repayment of the debt;
- J4 if required by us, you must promptly do all things necessary or desirable to give full or further effect to the charge in favour of us and/or to confer such further or better securities over the Charged Property for the repayment of the debt, in a form required by us;
- J5 we may lodge a caveat over the title to all or part of the Charged Property to protect our interest; and
- J6 we are entitled to receive out of the proceeds of any sale of the Charged Property, all moneys required to satisfy the debt.

**RESIDENT AGREEMENT SUMMARY PAGE (OFFICE USE ONLY)**  
**Mekong Cairnlea Vietnamese Aged Care**

Resident Information	
First Name:	Agreement Type: Room \ Bed \ Wing: Pre-Entry Leave Date: Admission Date: Proposed Discharge Date: Initial Entered Aged Care Date:
Middle Name:	
Last Name:	
Date Of Birth:	
Gender:	
Supported Status:	
Pension Status:	
Record ID:	

Resident Legal Representatives		
First Name: Last Name: Category: Address: Suburb: State \ Postcode: Home Tel No: Mobile No: Email Address:		

Resident Emergency and Billing Contact	
Name: Category: Address: Suburb: State \ Postcode: Home Tel No: Mobile No: Email Address:	

Accommodation, Care, Extra Service and Additional Fees	
Assessed Capacity:  Agreed Accommodation Payment Price: Assessed Accommodation Contribution: Projected Payment Decision Date: Payment Decision Date: Payment Method: MPIR: Payment Cycle: Every 2 weeks	Basic Daily Fee: Means Tested Care Fee: Extra Service Fee: Compensation Payment: Hardship Supplement: Additional Services Fee: Other Charges: Respite Booking Fee: Fee Payment Cycle:

Additional Services Breakdown
[additional_service_listing]

Initial Payment (Charges on Admission Date)	
Basic Daily Care Fees: Daily Accommodation Payment or Contribution Hardship Supplement Other Charges:	Means Tested Care Fee: Compensation Payment  Additional Service Fees: Extra Service Fees:

Initial Payment ( <i>Charges on Admission Date</i> )	
Pre-Entry Leave Fees	Accommodation Payment or Contribution:
<b>Total:</b>	

**Resident Specific Additional Provisions**

**Comments**

SAMPLE