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Demystifying legislation

Practical solutions to legislative challenges

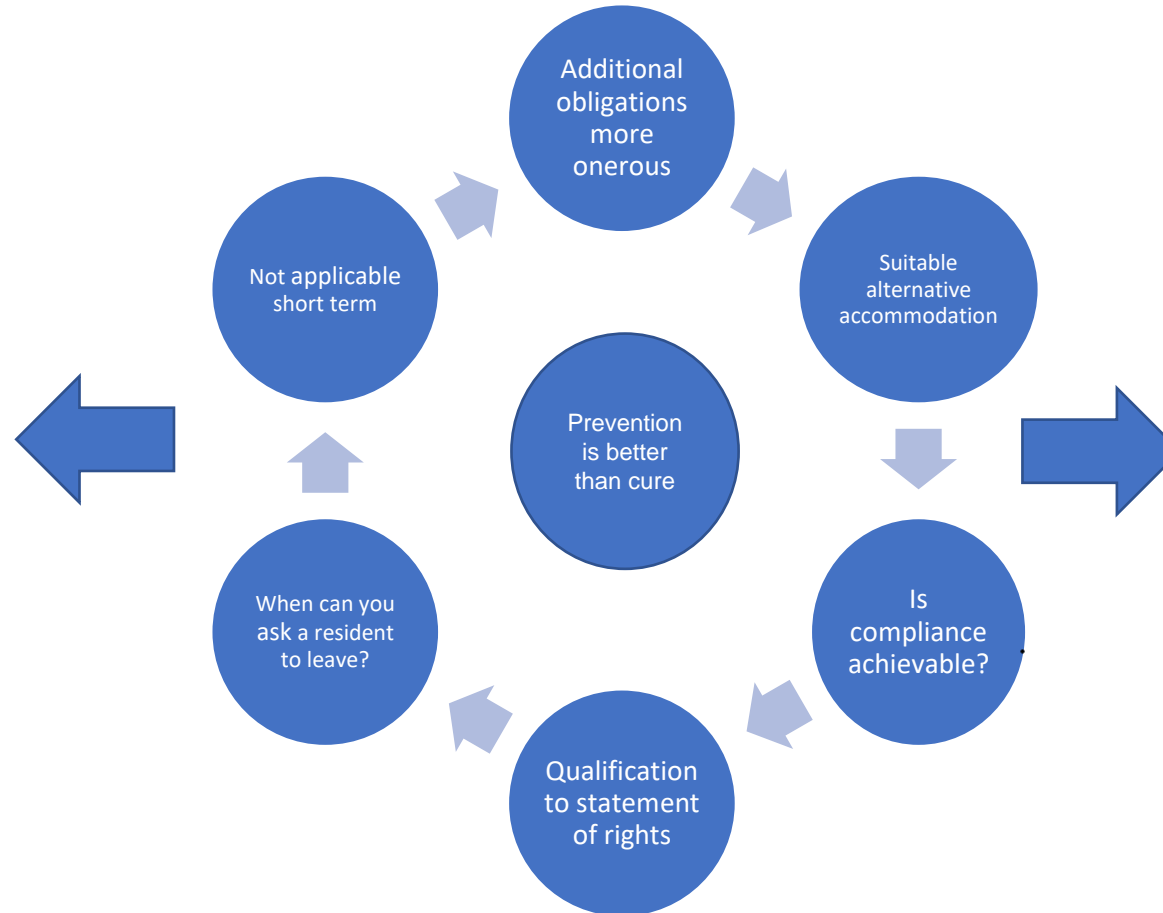
What's on everyone's mind

- Governance and statutory duties of relevant responsible persons – due diligence
- Agreements, disclosure and admission processes
- Associated provider arrangements
- Security of tenure
- Memory support units and restrictive practices
- HELF

Security of tenure

Balance of rights and SOT

- Provider to take “*reasonable and proportionate steps to act compatibly with the statement of rights*” in the delivery of services
- Taking into account that limits on rights might be necessary to balance:
 - Competing or conflicting rights
 - The rights and freedoms of other individuals including aged care workers and other residents
 - Compliance with other laws including the WHS Act



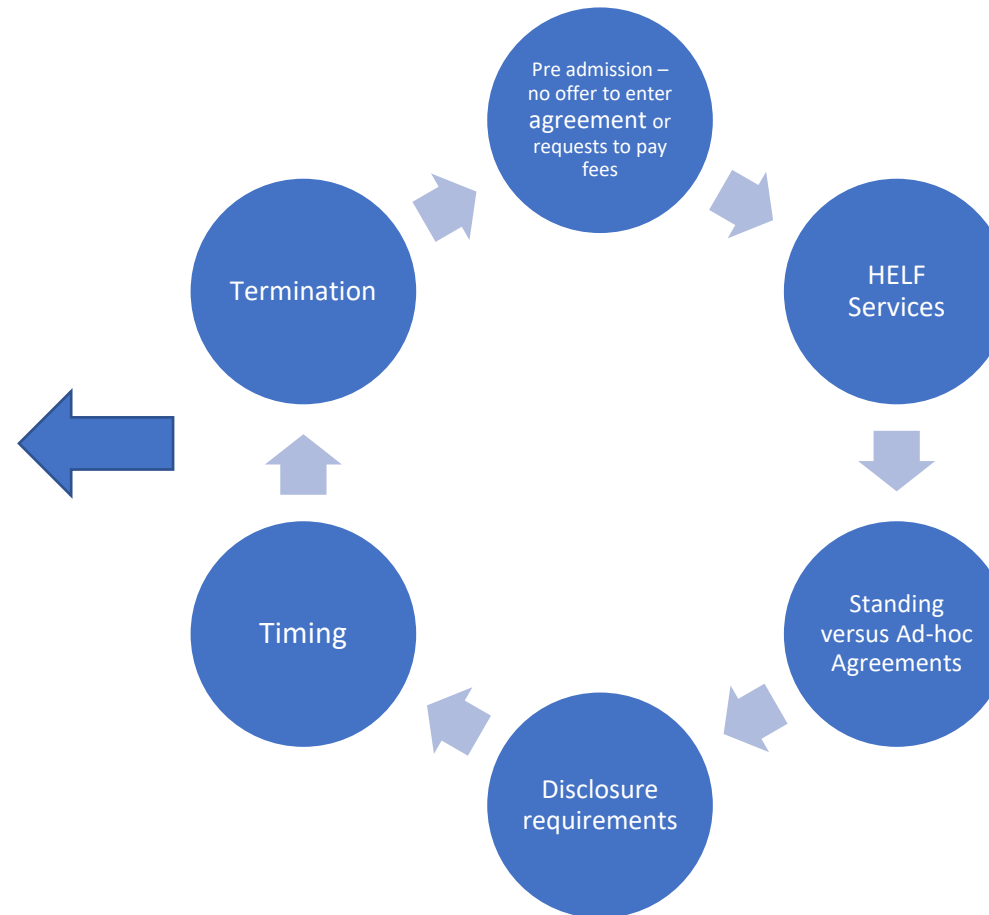
- Can no longer provide for care needs having regard to “needs as assessed” and provider did not agree to deliver those services
- *Suitable alternative accommodation* must be available and:
 - meets assessed needs and affordable ; or
 - in a place more suited to individual's long term needs
- Only “available” if new provider has “offered to enter into a service agreement”
- Moving rooms?
- Smoking?
- Consent to terminate?

Memory support units



HELF – risk versus reward

- A HELF may be charged for a service not included in the Service List (Section 8 of the Aged Care Act), if it is incidental to, or capable of enhancing the quality of, a particular FACS that is included on the service list



- Standing Agreements:
 - 28 day cooling off period and on 28 days notice
 - Standing services?
 - a single service that is to be delivered on a single occasion;
 - services that are to be delivered on an ongoing basis; or
 - services that are to be delivered for a fixed term

- Ad hoc agreements
 - an Agreed HELF Amount for a single FACS, or a single additional service connected to FACS, to be delivered on a single occasion
 - only ask to sign immediately before or at the time the service is to be delivered
 - terminates when service delivered and fees paid



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