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Charter of Rights and Responsibilities for Home Care
Introduction

Welcome to the Home Care Service of NSW (Home Care). This handbook outlines your rights and responsibilities as a client and Home Care’s service conditions and responsibilities to you as your service provider.

It reflects Home Care’s strategic philosophy, policies and procedures as well as the legislative requirements, standards and guidelines of the organisations that fund Home Care.

About us

The Home Care Service of NSW (Home Care) provides support to older people, younger people with disability and their carers to live independently at home and be part of the community.

Our services are designed to meet individual needs to enhance independence, health and wellbeing.

Home Care is the largest provider of home based care in NSW. We have a long and proud history, providing support to the people of NSW since 1943.

We have over 100 locations across metropolitan and rural NSW and each year our dedicated team of Care Workers provide around 4 million hours of care to more than 50,000 people across NSW, including a wide variety of services specifically for Aboriginal and Torres Strait Islander clients.

We can assist you with the tasks you can do with some support or that you are unable to do on your own including:

- Tasks in the home
- Personal care

Depending on your individual needs and location we can support you in other ways to increase your independence. Such as:

- Preparing meals
- Assistance with travel/transport arrangements
- Shopping
- Home maintenance
- Participation in community and social activities

We can also support carers to have a planned break from the usual caring role through our respite services.
Our hours of operation

Our branches operate within standard business hours; Monday to Friday 8.30am to 4.30pm, excluding public holidays. Please note opening times may vary slightly between branches.

Some branches may have service outlets that are only open part-time. In these cases, you will be able to contact the main Home Care office for urgent enquiries. The contact number for the main Home Care branch is listed in your service agreement.

Service delivery times

Most of our services are provided between 9.00am and 4.30pm, Monday to Friday. If you have support requirements outside these general service times, please discuss your requirements with your Service Coordinator.

We will allocate a time for your service after working with you to identify your preferences and considering the availability of the staff in your area.

The arrival time of our staff may vary as Care Workers can be delayed travelling from one client to the next.

If you have any concerns contact your Service Coordinator for advice within office hours.

Your attendance

We will provide your service whilst you are at home. Only in exceptional circumstances, and where arrangements have been made with your Service Coordinator, will services be provided in your home when you are not there.

Changes to your service initiated by Home Care

There will occasionally be times when we are not able to provide your service on the nominated day or time. If this happens, we will contact you to reschedule your service.

Your Service Coordinator will contact you to plan services on or around public holidays to ensure your support continues as appropriate to your needs.

If it becomes necessary to adjust the day or time of your service on an ongoing basis, your Service Coordinator will discuss this with you and provide as much notice as possible.
Our service principles

Home Care aims to deliver services that make a difference to your life by assisting you to maintain your independence in your home and community and achieve what is important to you.

Home Care is committed to providing a high standard of service guided by our five important principles known as CARES.

C ommunication
A daptability
R eliability
E mpathy
S afety

These principles are designed to guide our staff to make their decisions with flexibility, while ensuring safety, health and wellbeing of both clients and staff.

This is supported by the ADHC service charter which can be found at www.adhc.nsw.gov.au/about_us/adhc_service_charter

This provides an overview of the ADHC standard of service.
Safety in your home

Under the Work Health and Safety Act 2011 your home is considered a workplace for our staff.

You have a duty under the law to make sure that our staff can work in a healthy and safe environment when they are in your home. Some things you can do include:

- notifying our staff of any unsafe conditions in your home
- participating in safety assessments of your home
- helping with fixing any hazards found in your home through a Home Care safety assessment
- ensuring your pets are controlled during service provision
- providing a smoke-free working environment
- providing a workplace for staff that is free of racial, sexual, physical or emotional abuse
- treating our staff with dignity and respect
- telling our staff if you are unwell or cannot do things the way you usually do them
- telling our staff if your doctor has diagnosed you with a short-term infectious illness
- informing our staff if you or another household member are having chemotherapy and/or using cytotoxic medications
- providing cleaning equipment that is suitable and well maintained
- providing safe cleaning products
- ensuring your personal mobility equipment and the other items you need to live independently in your home are available, well maintained and enable us to provide care safely.

We will conduct a safety check during our first service and discuss any risk we identify with you.

We will always make sure your services are available, but there may be times when we can't do certain tasks for both your safety and ours. If this occurs we will let you know and will work with you towards finding other ways to assist.

The safety of the service will be reviewed with you on an ongoing basis in accordance with work health and safety legislation.
Your rights

As a client of Home Care, you are entitled to:

- be treated with dignity, with your privacy respected
- be involved in deciding and choosing the supports that best meet your needs
- be given information to enable you to make informed choices about your supports
- expect that we will consult with you about any permanent changes to your service
- receive care that takes into account your lifestyle, cultural, linguistic and religious background and preferences
- be given a written plan of the services you will receive from us
- expect confidential management of your personal information
- prompt responses to enquiries and complaints about the care you are receiving, including the manner in which it is being provided
- have this service agreement and client handbook explained to you
- choose a person to speak on your behalf for any purpose (we can refer you to an advocacy organisation if required).

* For your information we have included the Commonwealth charter of Rights and Responsibilities for Home Care services funded by the Australian Government in the back of this handbook.
Your responsibilities

As our client we ask you to:

- respect the rights of our staff, ensuring their workplace is safe and healthy and free from harassment (see Workplace Health and Safety handbook (WHS) for more details)
- care for your own health and wellbeing as much as you are able
- provide us with information that will help us better meet your needs
- provide us with a minimum 24 hours notice when you will not be home for your service
- inform us of any changes we need to make to your care plan or service agreement and provide appropriate information if required
- be aware that our staff are only authorised to perform the agreed number of hours and supports outlined in your service agreement
- provide the equipment and cleaning agents needed for us to deliver the tasks outlined in your service agreement
- pay the agreed amount for the services provided by our staff
- provide us with feedback about the service you are receiving.
Your privacy

Home Care is part of Ageing, Disability and Home Care within the Department of Family and Community Services.

We collect relevant information about you to enable us to safely provide your service in a way that meets your individual needs and preferences. Your information is only shared with authorised staff who need this information to provide your service. The personal information is entered into the department's information systems.

We have a legal obligation to protect the privacy of your personal information and ensure your paper and computer-based records are secure.

Where we are required by law to release this information, we must do so.
The way we provide your service

Service Agreement

A service agreement is an agreement between you, as the client and Home Care. When you sign this agreement, you are agreeing to abide by the terms and conditions detailed in the service agreement and the Home Care Service Client Handbook.

If the services detailed in your service agreement do not have an end date, the agreement will remain valid until a change occurs that requires a new agreement to be prepared. A new service agreement invalidates all previous agreements.

Your services will be reviewed once a year and this agreement can be changed at any time if your circumstances change.

Our Care Team

A number of people are involved in providing you with the services you receive.

Our Care Workers, who deliver services to you in your home, are managed by a Service Coordinator. The Service Coordinator allocates appropriate staff based on the skills and knowledge required to support you in the best possible way.

The Service Coordinator is the first point of contact for all day-to-day enquiries and will work with you and/or your representative to develop and maintain your individual care plan to meet your needs.

The Service Coordinator reports to a Home Care Branch Manager who supervises the Service Coordinators.
Care Workers

We are strongly committed to providing a high standard of service to all our clients. Our Care Workers have access to a broad range of training and development opportunities aimed at continually improving their skills and abilities.

The Service Coordinator will strive to ensure the Care Worker(s) selected will be suitable for you.

We value the diversity of our Care Workers who come from many different cultural and linguistic backgrounds, as do our clients. If you have cultural or linguistic requirements we will try to meet your request where possible.

If you have complex needs, staff will be trained to meet your particular service requirements, however as they are not nurses there are limitations to their role and the things they can do for you. Please advise your Service Coordinator if you feel your particular service needs are not being met.
Code of Ethical Conduct

Our staff are not permitted to:

- accept any financial rewards or gifts, including any benefits from a client’s will
- provide services to you outside those detailed in the service agreement
- offer financial advice
- operate your bank account
- act as executor to your estate
- act as Power of Attorney
- sign credit card transactions, or know your personal identification number (PIN) and online bank security details
- offer to buy anything you own.
You can contact Home Care by phoning the Home Care branch number listed in your service agreement or on the back of this handbook.

Your Service Coordinator is your first point of contact for any matters relating to your service and is also able to pass messages to your Care Worker(s) if necessary.

You can also talk to your Service Coordinator about your specific needs and requirements for your service.

If for any reason you are unable to speak to your Service Coordinator, please ask to speak to another staff member or the Branch Manager, as they may also be able to help you.

If you do not want to talk to your local branch or if you would rather talk to someone else please call our feedback line on 1800 044 043.
Changes to your service

Requesting a change in service time

We will try to accommodate requests for a change to the service time where sufficient notice is given, provided it does not incur additional costs to us or unduly affect services provided to other clients.

If you require a one off or short term change please inform your Service Coordinator as soon as you know you would like to change your service time. Providing more notice will help us in accommodating your request.

Home Care works with you and when requested, your family and/or carer, to develop a care plan that is flexible and reflects your individual needs and preferences. This plan is reviewed regularly and can also be reviewed at any time on your request.

Please be aware that a change in service time may result in a different Care Worker providing your service.

If you need to miss a service

Where possible, you should give us at least 24 hours’ notice if you will be unavailable on the day or at the time you usually receive your service.

You can leave a message with your local branch outside business hours and during business hours you can call your Service Coordinator.

You may be charged an administration fee if you do not provide 24 hours’ notice. This charge will be in addition to any maximum charges stated in your Service Agreement.

You will not have to pay the charge in the case of an emergency.
Temporarily ceasing service

You must advise your branch if you need to suspend your service for any reason. Either you or your representative is responsible for letting us know that your service needs to be temporarily stopped and for how long.

Should you need to go into hospital, you can organise for your service to be put on hold until you return. If it is an extensive stay, a reassessment may be required before service can start again, as your needs may have changed during this time. In this case, please contact your branch before you leave hospital so a reassessment can be organised if needed.

If you are absent or out of contact for a period of greater than three months, your service can be terminated or cancelled. If this occurs, you will need to reapply before we can start providing services to you again.

Ceasing your service

You can cancel or stop your Home Care service permanently at any time without penalty. If you need service again, you can reapply at a later date.
Services provided away from home

If you go to stay with a family member, take a holiday or if you attend work or education outside your local area (within NSW, excluding ACT) your Service Coordinator may be able to organise for your services to be delivered by a Home Care branch in the area. If you are outside NSW but within Australia, contact your Home Care branch for further information. Please give us as much notice as possible.

Moving homes

If you move to another area within NSW (excluding ACT), please contact your Service Coordinator to arrange for your service to be delivered to your new home.

Please note that this will require a reassessment by us as the service provided may change based on the layout of your new home.

Reviewing your service

We regularly review your services to ensure the support provided is meeting your needs. If at any time you feel your needs have changed, please contact your Service Coordinator.

Conditions requiring a reassessment of your service

A review of your care needs by us may identify the need for a reassessment of your services because the service itself or the way in which we are providing the service no longer meets your needs.

A reassessment may be required if:

- your carer is no longer able to help you
- there is a change in your physical / medical needs or behaviour that cannot be managed while ensuring your safety and that of the people who care for you.

We will contact you to arrange a reassessment of your care needs and will discuss the outcome of that reassessment with you.
Changes to services provided

The outcome of the reassessment could involve the need for a different type of service or different care options. If your needs can be more appropriately met through other types of services or care, we will discuss these with you and we will give you reasonable notice before changing the services provided.

If we are no longer able to safely meet your needs, we may need to discontinue your services. However, we can assist you to access a more appropriate service by referring and supporting your transfer to other internal or external service providers.

Other members of your household

Your service is to meet your individual needs.

If there are other members of your household who require services, they should contact us to discuss their individual support needs.
Emergency situations

Home Care Workers have procedures to follow if there is an emergency situation in your home or you don’t respond to a planned or scheduled visit. Our Care Workers have a duty of care to help you.

Our care workers are trained to make you comfortable in the event of an emergency and seek immediate assistance by either dialling 000 for an ambulance and / or phoning your service coordinator. Your emergency contact person may also be contacted.

Your Service Coordinator will attempt to contact you via telephone and if unsuccessful, will call your nominated emergency contact for further advice.

If your emergency contact person cannot be contacted, the police can be called to gain access to your premises to make sure you are not injured and unable to seek help.

An individual action plan can be developed with your Service Coordinator to take into account your preferences in situations where you do not respond to a scheduled visit. The service coordinator will ensure that your individualised response plan is recorded on your care plan and made available to your care worker.
Client contribution to cost of service

The service you receive is subsidised by State and/or Commonwealth governments. The amount of money you contribute varies depending on the program that subsidises your service.

Your service agreement shows the funding program under ‘The details of your service’ section in the middle of the page.

Where a client contribution or copayment is payable, it is calculated according to the number of hours of service provided and your income.

A different payment schedule will apply if the cost of your services is paid by an organisation, such as an insurance company or if you receive compensation payments.

If you experience hardship paying your contribution, you should contact your Service Coordinator to request a review of your contribution amount. You will not be denied service due to a genuine inability to pay your contribution.

The amount you pay will be subject to indexation from 1 July each year in line with increases in the Consumer Price Index (CPI). We do not automatically generate a new service agreement when this occurs, however you may request one from your Service Coordinator at any time.

Please note: NDIS participants who receive funding for the full cost of their support are not eligible to seek a review of their charges.

Paying your Home Care bill

At the end of each month we will send you a bill with payment due by the 28th day of the following month.

Please be aware that your monthly bills do not relate exactly to calendar months. Instead, the account covers a four-week period except for two occasions when the account covers a six-week period, generally mid-year and at the end of the year (around July and November). This means these two accounts will be for larger amounts.

Your bill shows you the total amount that you owe us for the service you have received. The account can be sent to you or to an authorised person. If you want the account to be sent to an authorised person, you need to contact your branch and provide them with the necessary information.

Please note that it is NOT possible to make payments directly to your Care Worker or Home Care branch.
Payment methods

There are a number of different ways you can pay your Home Care bill. Your branch can help you organise automatic deductions from your bank account or from your Centrelink benefit.

Our preferred methods of payment are:

- **Direct debit** – where your bank automatically pays your Home Care bill. Your branch can provide you with the relevant form to fill in.
- **Centrelink’s Centrepay** deductions – this is a free bill-paying service offered to people receiving payments from Centrelink. You can have a regular amount deducted from your Centrelink payment each fortnight. Your Centrepay deductions are paid directly to us. Your branch can help you organise this.

Alternatively, you can pay your account in one of the following ways:

- **BPay** – you or your representative will need to organise BPay with your bank
- **Credit card** – payments can be made by calling 1300 305 653, 24 hours a day, 7 days a week
- **Cheque** or **money order** – simply post your cheque or money order to the address on your Home Care bill
- **Paying by cash** – at any Westpac bank.

These payment methods are detailed on your monthly bill.

Receipt of compensation/damages

If you make a personal injury claim for compensation or damages you must:

- as soon as practicable, notify us of any compensation/damages claim that has been lodged, or is intended to be lodged in relation to an illness, injury or disability and which may result in a change or additional care being provided by us
- update us on a regular basis on the status of any compensation/damages claims
- notify us of the outcome of any compensation/damages claims
- provide us with a copy of the terms of settlement, judgment or any other relevant information about a successful claim.

We may be entitled to claim, either from you or from the compensation or damages payer, a reimbursement for services already provided to you, or services that may be provided in the future by us.
Providing feedback or discussing concerns

We value your feedback about our services. This information helps us to provide a better service to you. If you have feedback about our service, we encourage you to speak to one of our staff members:

- your Care Worker
- your Service Coordinator
- Home Care Branch Manager
- Home Care Service Client Relations feedback line on 1800 044 043 / TTY 1800 044 043.

All feedback will be managed in a confidential manner and only discussed with people who have authorised access in accordance with Ageing, Disability and Home Care’s FACS Code of Ethical Conduct, which is available on the ADHC website.

If it is easier for you to speak in another language, free interpreter services are available for most languages. If you need an interpreter, please speak to your Service Coordinator or Care Worker or call the Translation and Interpreting Service on 131 450.

If you require a sign interpreter, please contact the NSW Deaf Society on 1300 123 752 or Community Relations Commission, Language Services on 1300 651 500.

If you have an issue which we have been unable to resolve, you may prefer to speak to someone outside of Home Care, for example:

- Aged Care Complaints Investigation Scheme (Commonwealth Department of Health and Ageing) 1800 550 552
- People with Disability Advocacy Service 1800 422 015
  email: pwd@pwd.org.au
- TARS (The Aged Care Rights Service Inc) 1800 424 079
- The Community Services Division of NSW Ombudsman (02) 9286 1000 or 1800 451 524,
  email: nswombo@ombo.nsw.gov.au
- NDIA: 1800 800 110
Additional information

Additional information is available by contacting your local Home Care branch directly, using the telephone number listed in your Service Agreement or by visiting the Ageing, Disability and Home Care website at: [www.adhc.nsw.gov.au/contact_us/home_care_branches](http://www.adhc.nsw.gov.au/contact_us/home_care_branches)

Information about other services and programs in the community can be found through:

- the My Aged Care Contact Centre on 1800 200 422 or [www.myagedcare.gov.au](http://www.myagedcare.gov.au)
- if you are a younger person living with a disability your local ADHC information Referral and Intake Team is a great source of information [www.adhc.nsw.gov.au/contact_us](http://www.adhc.nsw.gov.au/contact_us)
- your local council
Quick guide to contacting Home Care

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To contact your Home Care service please call the number on the back of this handbook or the number on your service agreement.
Rights

As a care recipient I have the following rights:

1 GENERAL
   a) to be treated and accepted as an individual, and to have my individual preferences respected
   b) to be treated with dignity, with my privacy respected
   c) to receive care that is respectful of me, my family and home
   d) to receive care without being obliged to feel grateful to those providing my care
   e) to full and effective use of all my human, legal and consumer rights, including the right to freedom of speech regarding my care
   f) to be treated without exploitation, abuse, discrimination, harassment or neglect

2 PARTICIPATION
   a) to be involved in identifying the home care most appropriate for my needs
   b) to choose the care and services that best meet my assessed needs, from the home care able to be provided and within the limits of the resources available
   c) to participate in making decisions that affect me
   d) to have my representative participate in decisions relating to my care if I do not have capacity

3 CARE AND SERVICES
   a) to receive reliable, coordinated, safe, quality care and services which are appropriate to my assessed needs
   b) to be given before, or within 14 days after I commence receiving care, a written plan of the care and services that I expect to receive
   c) to receive care and services as described in the plan that take account of my lifestyle, other care arrangements and cultural, linguistic and religious preferences
   d) to ongoing review of the care and services I receive (both periodic and in response to changes in my personal circumstances), and modification of the care and services as required
4 PERSONAL INFORMATION
a) to privacy and confidentiality of my personal information
b) to access my personal information

5 COMMUNICATION
a) to be helped to understand any information I am given
b) to be given a copy of the Charter of Rights and Responsibilities for Home Care
c) to be offered a written agreement that includes all agreed matters
d) to choose a person to speak on my behalf for any purpose

6 COMMENTS AND COMPLAINTS
a) to be given information on how to make comments and complaints about the care and services I receive
b) to complain about the care and services I receive, without fear of losing the care or being disadvantaged in any other way
c) to have complaints investigated fairly and confidentially, and to have appropriate steps taken to resolve issues of concern

7 FEES
a) to have my fees determined in a way that is transparent, accessible and fair
b) to receive invoices that are clear and in a format that is understandable
c) to have my fees reviewed periodically and on request when there are changes to my financial circumstances
d) not to be denied care and services because of my inability to pay a fee for reasons beyond my control
Responsibilities

As a care recipient I have the following responsibilities:

1 GENERAL
   a) to respect the rights of care workers to their human, legal and industrial rights including the right to work in a safe environment
   b) to treat care workers without exploitation, abuse, discrimination or harassment

2 CARE AND SERVICES
   a) to abide by the terms of the written agreement
   b) to acknowledge that my needs may change and to negotiate modifications of care and service when my care needs do change
   c) to accept responsibility for my own actions and choices even though some actions and choices may involve an element of risk

3 COMMUNICATION
   a) to give enough information to assist the approved provider to develop, deliver and review a care plan
   b) to tell the approved provider and their staff about any problems with the care and services

4 ACCESS
   a) to allow safe and reasonable access for care workers at the times specified in my care plan or otherwise by agreement
   b) to provide reasonable notice if I do not require a service

5 FEE
   a) to pay any fee as specified in the agreement or negotiate an alternative arrangement with the provider if any changes occur in my financial circumstances
   b) to provide enough information for the approved provider to determine an appropriate level of fee
Your Home Care service is: