

Permanant Agreement Guide

This guide is designed to help you understand your rights and responsibilities under your Accommodation & Services Agreement with Opal HealthCare, and to ensure you have an opportunity to ask our team members any questions you may have.

Have we explained the following?

Room

<input type="radio"/> Have you been told your room number?	Details
<input type="radio"/> Do you know the price of your room?	Details
<input type="radio"/> If your room is a shared room, has it been explained that the cost you pay for the room may change if you become the sole occupant?	Details & Part J
<input type="radio"/> Do you know if your room is an Extra Services place or an Additional Services Package Room? If it is, do you understand there are extra fees that you will need to pay to stay in that room?	Details & Part B
<input type="radio"/> You may need to move rooms in certain circumstances. Has the team member explained to you what those circumstances are?	Details & Part D

Care and Services

Standard Services

<input type="radio"/> The services you will receive are based on your assessed needs and the requirements of the Aged Care Act. The services we provide include services such as food and accommodation, recreational activities, and clinical services such as nursing care.	Details
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Additional Services

<input type="radio"/> Any Additional Services you have chosen to receive are set out in Part I of your Agreement.	Part B Part I
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Extra Services

<input type="radio"/> If your place is an Extra Services place, the Extra Services you have agreed to receive are set out in Part H of your Agreement.	Part B Part H
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How your fees are calculated

<ul style="list-style-type: none"> There are two basic types of fees: accommodation fees and care fees. Both are means tested by the government. 	Details
<ul style="list-style-type: none"> Your accommodation and care fees are regulated by the Aged Care Act and based on your Services Australia or DVA income and asset assessment. 	Details
<ul style="list-style-type: none"> If you enter the Care Community and have not completed an income and assets assessment, then: <ul style="list-style-type: none"> You will be required to provide a copy of your My Aged Care fee estimator assessment and pay those fees If you do not provide your Services Australia or DVA assessment or a fee estimator assessment, then the maximum fees will apply. 	Details
<ul style="list-style-type: none"> If you receive your assessment and we have charged more than the amount assessed for you by Services Australia or DVA, we will refund you your fees. 	Details
<ul style="list-style-type: none"> If you receive your assessment and we have not charged you enough, we will send you an updated account with the outstanding balance. 	Details

Accommodation Fees

<ul style="list-style-type: none"> The type of fee you must pay for your accommodation depends on the outcome of your Services Australia or DVA income and asset assessment. <p>Accommodation Payment</p> <p>If your assessment determines you are able to afford an accommodation payment (the advertised room price) you can choose to pay by:</p> <ul style="list-style-type: none"> A Refundable Accommodation Deposit (RAD) which is a fully refundable lump sum amount that will be refunded to you or your estate (less any fees owing) if you leave the Care Community. <ul style="list-style-type: none"> i A lump sum refunded after the death of a resident is returned to the estate of the deceased resident even if the amount was paid by a third party Non-refundable Daily Accommodation Payments (DAPs) which are calculated by the "MPIR" (the interest rate set by the government). DAPs are calculated daily and payable monthly. <p>A combination of RAD and DAPs which is a partial lump sum with the rest of the amount payable in DAPs.</p>	Details & Part C
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Accommodation Fees continued

Accommodation Contribution

<ul style="list-style-type: none">If your assessment (Services Australia or DVA) determines you cannot afford to pay the advertised room price you may be asked to pay an accommodation contribution. The exact amount depends on your assessment and may be nil if you are a fully supported resident. You have a choice of paying by:<ul style="list-style-type: none">A Refundable Accommodation Contribution (RAC) which is a fully refundable lump sum amount that will be refunded to you or your estate (less any fees owing) if you leave the Care Community.Non-refundable Daily Accommodation Contribution (DAC) which are non-refundable daily amounts which must be paid monthly.Combination of RAC and DACs which is a partial lump sum with the rest of the amount payable in DACs.	Details & Part C
<ul style="list-style-type: none">You have 28 days from the day you enter the Care Community to choose your payment method. You will need to pay Daily Accommodation Payments or Contributions (DAPs/DACs) unless and until you pay a Refundable Accommodation Deposit or Contribution (RAD/RAC). If you choose to pay by DAPs/DACs, you can always convert to a RAD/RAC.	Part C
<ul style="list-style-type: none">If you choose to pay by way of a RAD/RAC, you have 6 months to pay the refundable lump sum but you will still need to pay DAPs/DACs in the interim.	Details & Part C

Care Fees

<ul style="list-style-type: none">Your care fees for standard care and services are made up of:<ul style="list-style-type: none">Basic Daily Care Fee (equivalent to 85% of the basic pension);Means Tested Care Fee (depending on your Services Australia/DVA assessment or if you do not get a Services Australia/DVA assessment, you may also need to pay an additional amount); andCompensation Payment Fee (if applicable). <p>If you cannot afford your fees, you may be entitled to a financial hardship discount. You will need to contact Services Australia or the DVA for a financial hardship assessment. Until your assessment is approved, you must continue paying your fees as required.</p> <ul style="list-style-type: none">We are closing the caeatCare Community (either permanently or temporarily). <p>You have a right to security of tenure which means we are required to follow a process before you have to leave. This includes giving you at least 14 days' notice.</p>	Details & Part C
<ul style="list-style-type: none">Personal items must be removed within 3 days of leaving. If they aren't removed, we are not responsible for your items. We may also arrange for your items to be removed and stored or disposed of and charge you for the costs of this.	Part D

Security for payment

- ☐ If you do not pay us any amounts due under the agreement, you give us a charge over property owned by you to secure the payment. If needed we may register a caveat on your property at the Land Titles Office to alert people of our rights and recover the debt when your property is sold.

We may also ask you to provide a guarantor who will sign a guarantee to secure your payments under the Agreement . If you do not pay us any amounts due under the agreement the guarantor also gives us a charge over their property to secure the payment (and we may register a caveat to record it as well).

You are encouraged to seek independent advice if you are concerned about providing security.

[Details](#)

[Part L](#)

[Part M](#)

Signing your Agreement

- ☐ Have you have received a copy of your Permanent Agreement?

- ☐ Have you have received a copy of the Permanant Agreement Guide?

[Details](#)

- ☐ You have been encouraged to seek independent legal and financial advice before signing your Resident Agreement.

Disclaimer

This guide should be read as an accompanying document to the Agreement (should you elect to move into the Care Community), but it does not form part of your Agreement. This checklist is not a complete statement or summary of all provisions in the Agreement, and it does not purport to identify all considerations relevant to your decision to enter into an Agreement. Information provided is subject to change without notice and should not be considered a substitute for obtaining independent advice on the Agreement. You are encouraged to seek independent legal and financial advice before signing this Agreement.