



Stronger Standards, New Rules.

Webinar | 28 May 2025



Acknowledgement of Country

We acknowledge the Traditional Custodians of country throughout Australia and their connections to land, sea and community.

We pay our respects to their Elders past and present and extend that respect to all Aboriginal and Torres Strait Islander peoples today.

This event qualifies
for 1 CPD point. Add
it to your log.



Please ask
questions in the
chat

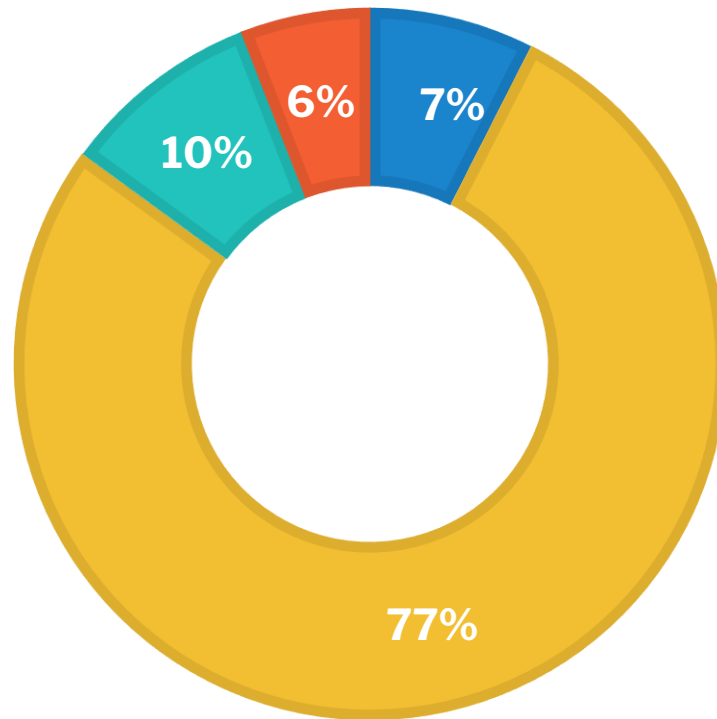


Agenda

1. Welcome
2. Survey findings
3. Regulatory landscape update
4. Let's hear from the panel
5. Legal lens: New Rules and Standards
6. More from the panel
7. Q&A
8. Close



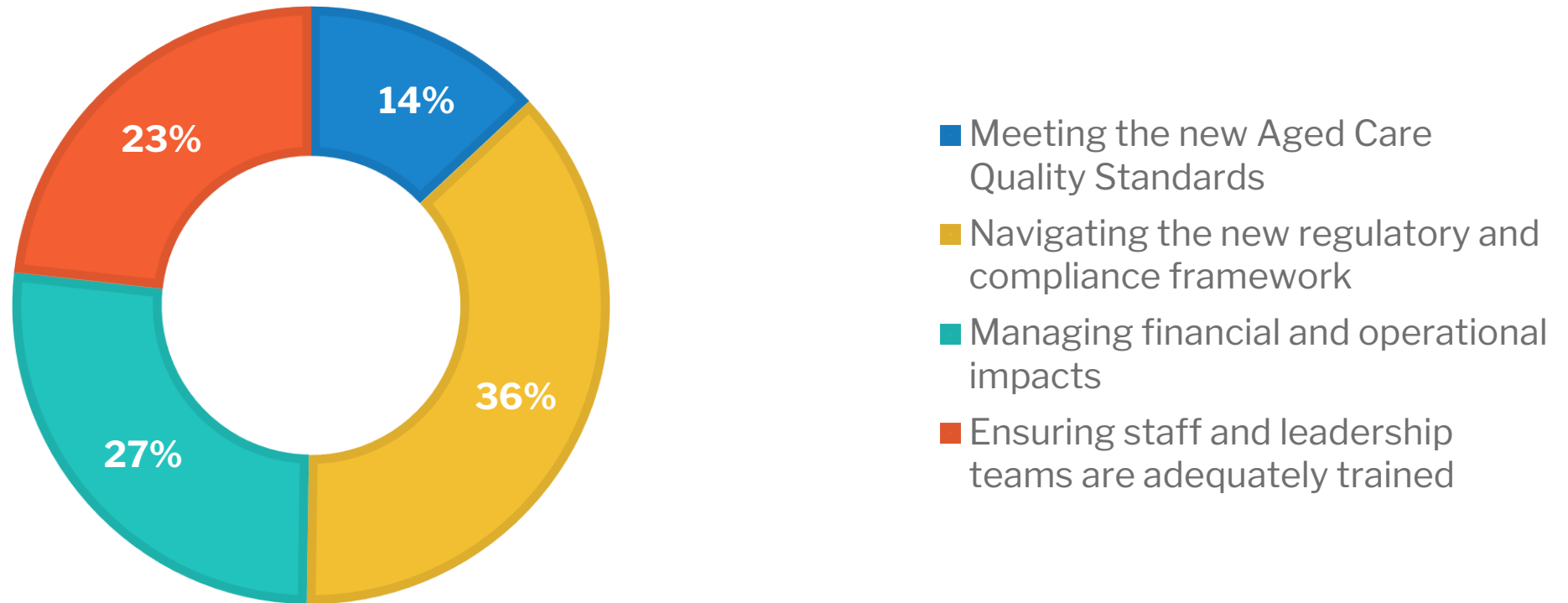
How prepared do you feel for the transition to the new Aged Care Act in July 2025



- Very prepared – we have a clear strategy in place
- Somewhat prepared – we’re working through the details
- Not prepared – we need more guidance and support
- Unsure – we don’t fully understand the impact yet

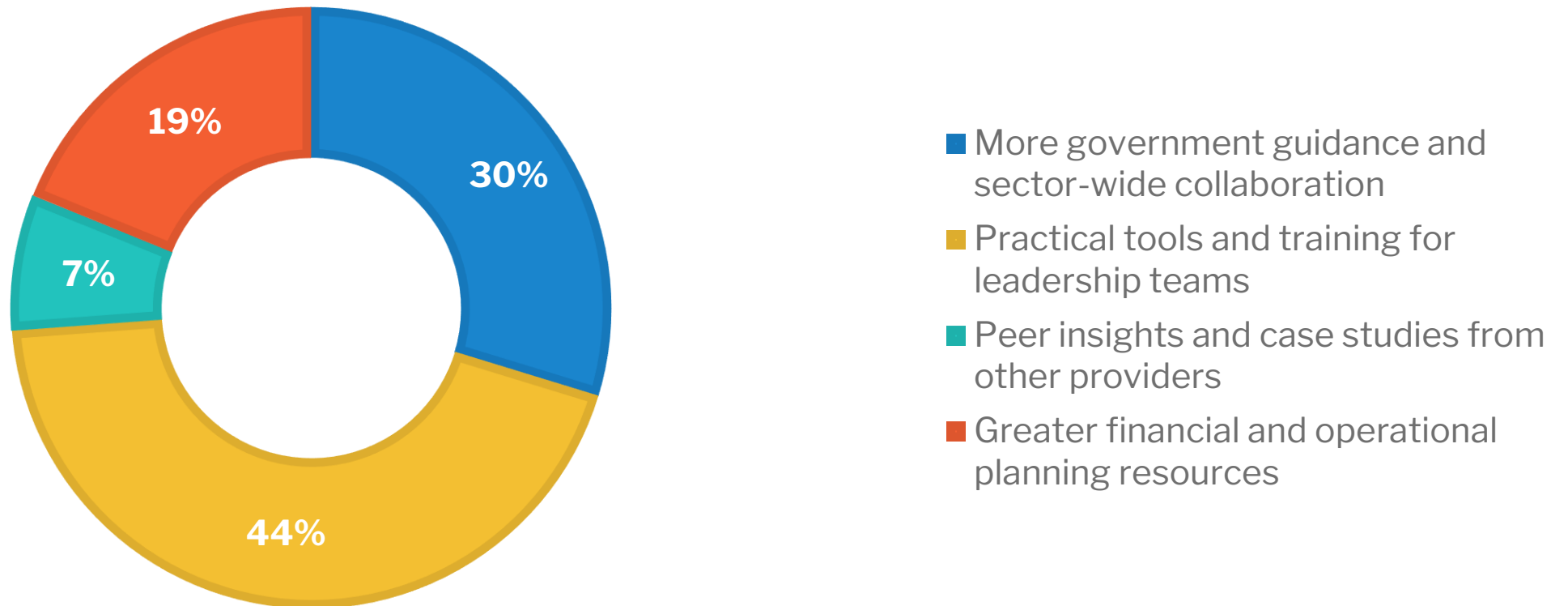
Represents 441 responses across 390 organisations

Which aspect of the 2025 aged care reforms do you think will be the most challenging for providers



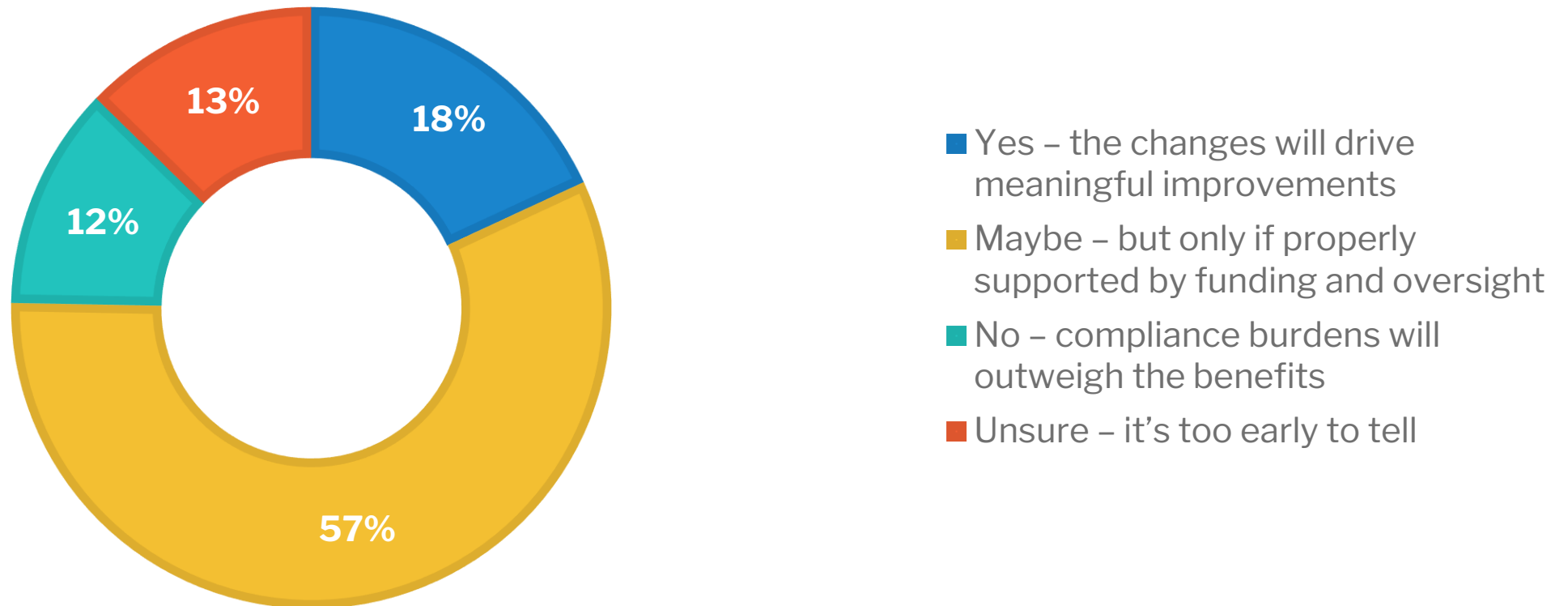
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What support would be most valuable in preparing for the 2025 reforms?



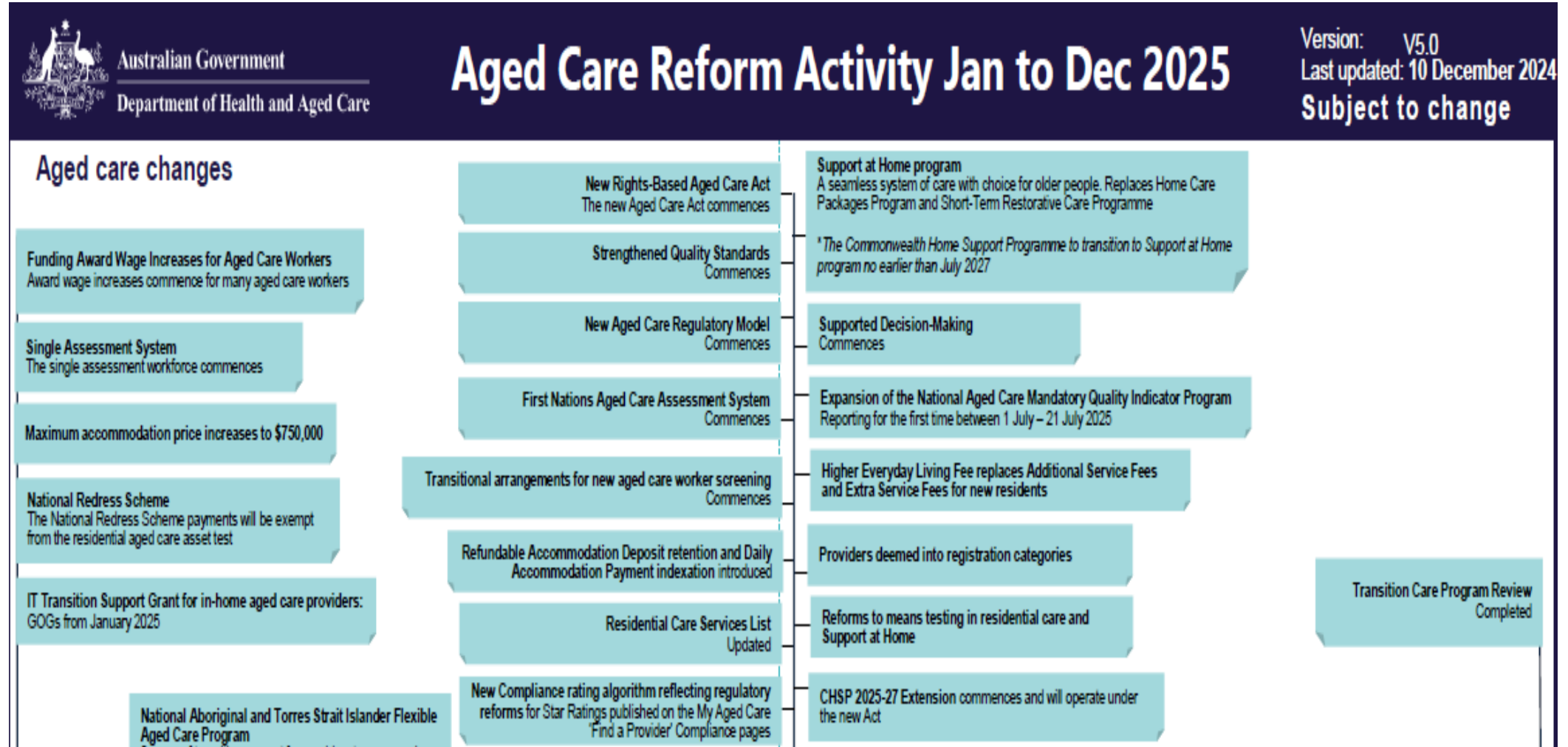
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Do you believe the 2025 reforms will lead to a measurable improvement in aged care quality?



Represents 441 responses across 390 organisations

Upcoming Reforms



Enforceable Undertakings

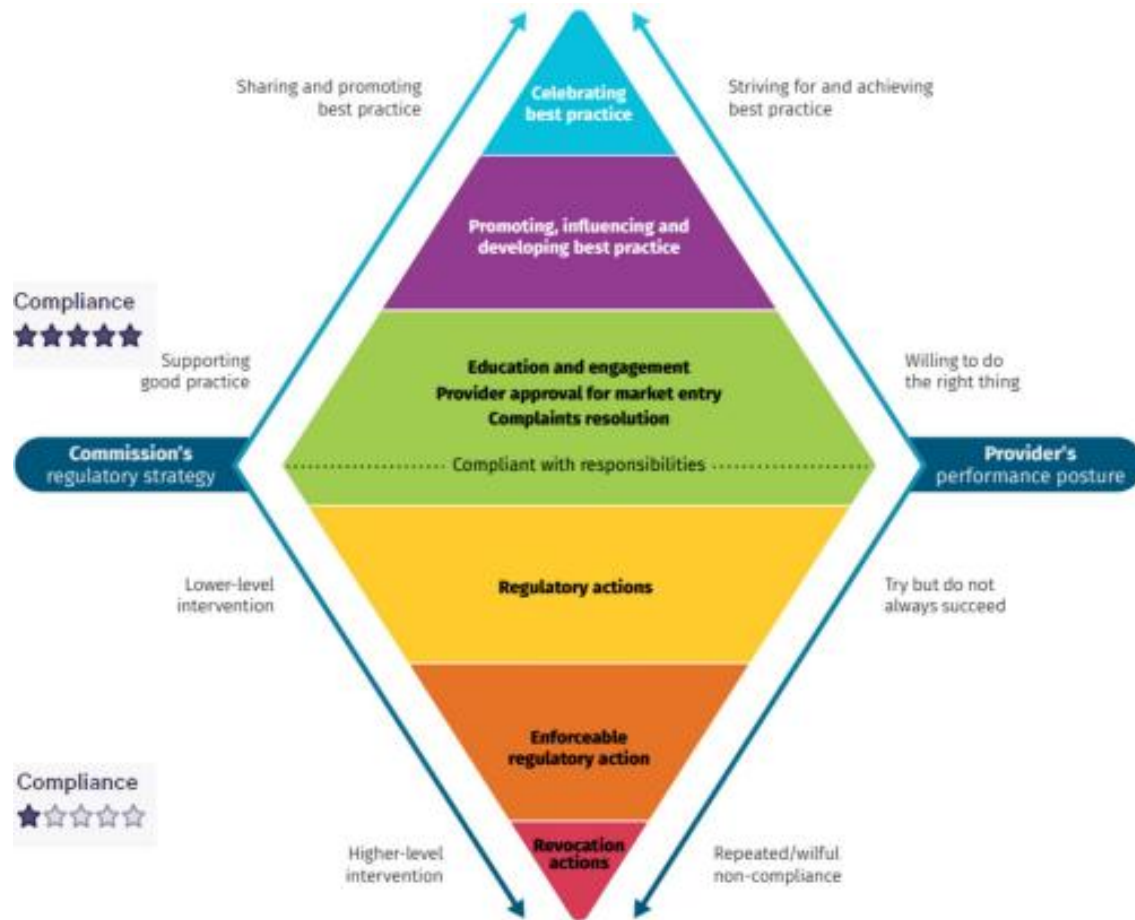
An enforceable undertaking is a legally binding agreement between an aged care provider and a regulatory body, such as the Aged Care Quality and Safety Commission. When a provider is found to be non-compliant with regulations or delivering substandard care, the regulator can offer them the option of entering into an EU. The undertaking sets out specific actions the provider must take within a defined period to rectify deficiencies, improve quality, and align with the required standards.

EUs serve as an alternative to more punitive measures, such as fines or closure. They offer a chance for providers to remain operational while addressing issues within their facilities. However, the key to success lies in the provider's commitment to genuinely improving their systems, culture, and practices—rather than simply complying with the letter of the agreement.

- 3 EUs prior to Dec 2024
- 29 EUs since Dec 2024
- Mixed cause – related to care minute compliance and standards compliance



Risk Proportionate and Risk-based Monitoring Approach



Regulatory approach:

- a range of monitoring methodologies. Could include:
 - site based,
 - desk based,
 - announced, and
 - unannounced visits.
- The Commission's powers will include:
 - the power to request documents and information,
 - undertake site visits,
 - interview older people, workers, and others, at any time,

to determine whether providers and workers are meeting their registration conditions and older people's rights are being upheld.
- It is expected that the Commission will also have the power to enter and remain in a premises at any time without warrant or consent, to exercise their monitoring and investigation powers.

Industry panel and guest speaker



Lucy O' Flaherty

Chief Executive Officer
at Columbia Aged Care



Verity Leith

General Manager
Residential Services at
Benetas



Justin Dover

Chief Executive Officer at
Alino Living



Anita Courtney

Aged Care and Home Care
Principal at
Russell Kennedy Lawyers

Mirus Australia: new Aged Care Rules

Wednesday 28 May 2025

Presenter: Anita Courtney, Principal

Status of reforms

- Act commencing on 1 July
- Most Rules released in **DRAFT**
- Still waiting for:
 - Transitional Rules
 - **FINAL** version of the Rules



Higher Everyday Living Fees

Key changes

- Mandatory model no longer allowed: 28 day cooling off and opt out
- Must have an agreement in place with the care recipient to charge for HELF
- Agreement must be reviewed at least annually and when resident's condition changes as cannot be charged if resident "cannot make use" of an item
- Transition existing residents from AS and ES by 30 June 2026

The unknowns with HELF

- Bundling – how do you factor in discounts for individuals who cannot benefit from each item in the package?
- Agreement:
 - Standalone?
 - Embedded in the agreement?
 - Purchase orders/order form?
- Charging for ‘ad hoc’ services – do you need a signed HELF agreement?
- TIPS: - ensure your agreements allow flexibility for you to change the services you offer

Financial and Prudential Management

Financial and Prudential Management System

- Liquidity, Investment and Financial and Prudential Management Standards
- “Disclosure” and “Records” Standards are now in other parts of the Act
- You will need a written “Financial and Prudential Management System” which meets the requirements. It must be reviewed annually and when things change. Objectives must be to:
 - Ensure financial viability and sustainability of the registered provider
 - Ensure the registered provider is managed in a financially sound manner
 - Enable financial and prudential decisions to:
 - Be made in a fair, equitable, and reasonable manner;
 - Focus on the safety, health, wellbeing and quality of life of individuals accessing funded aged care services

Complaints, feedback & whistleblowers

New provisions

- Much more detailed provisions regarding complaints and feedback and whistleblowers.
- Whistleblower rules have a much lower threshold than in other laws ie “reasonable grounds to suspect there has been a breach of the Act”
- Captures complaints by *anyone*



Key details
to know

Overview: complaints, whistleblowers and incidents

Documents

1. Complaints and feedback system (internal inc contractors)
2. Public complaints and feedback policy
3. Whistleblower system (internal and contractors)
4. Public whistleblower policy
5. Incident management system (internal and contractors)
6. Incident management document (for consumers)

Communication

- Give to clients, aged care workers
- Monthly reminder re complaints, feedback and whistleblowers

Training

- At least annually
- Whenever someone starts or changes role

Review

- At least annually
- Best practice
- Review documents

Information Sharing

Obligation to provide information to individuals

As well as agreements, you must give participants / residents and individuals “seeking to access funded aged care services” certain information ie:

1. Copy of, and information about effect of Statement of Rights
2. A copy of Code of Conduct
3. RAD information (audited accounts etc)
4. Pricing information
5. A copy of your Complaints and Feedback Policy and Whistleblower Policy
6. Information about “the effect of s 168 of the Act (which deals with the protection of personal information)”
7. “Information about security of tenure including an explanation about the effect of the [notice provisions]”
8. “Information about any policies or protocols of the approved residential care home that are relevant to the individual”

Providing the information

- Can provide the information IN the agreement or separate to the agreement (eg verbally, or in a handbook or fact sheets)
- Risks with providing information verbally – lack of records; extra work
- If providing information in a handbook or separate to the agreement:
 - Keep records of which documents you gave them (and what version)
 - Get client to “acknowledge” receipt?



RK agreements: approach

Accommodation and Service Agreement	
We offer Residential Care and Accommodation under the Aged Care Act in a manner that:	
<ul style="list-style-type: none"> → Respects your rights. → Seeks to enhance your quality of life, through maintaining autonomy and dignity. → Ensures you are supported to make decisions concerning the care and support you receive. → Acknowledges our legal responsibilities under the Aged Care Act and other relevant laws. 	
This Agreement sets out the terms and conditions regulating the relationship between you and us and if applicable, your Guarantor.	
The following provisions are attached. Together they form a legally binding agreement.	
We may provide you with other documents under this Agreement that concern how this Agreement is applied, including those referred to in this Agreement.	
Agreement Details	3
This is where we include details about you, your Room and the Resident Contribution you will pay. It also captures other information you have provided to us or we have confirmed with you. It is important you ensure this information is accurate.	
Signing Page	8
This is where we, you and your Guarantor (if any) need to sign to acknowledge you will enter the Residential Care Home in accordance with this Agreement.	
Part A – Statement of Rights	11
This sets out your rights in relation to aged care services under the Statement of Rights under the Aged Care Act. You have other rights, including rights under Australian Consumer Law, which we must respect.	
Part B – Accommodation and Services	14
This sets out information about the Services we will provide, including your Accommodation, and our obligations under the Aged Care Act.	
Part C – Accommodation Costs and Resident Contribution	16
This provides information about the Accommodation Costs and the Resident Contribution you must pay and how they are calculated. It also sets out what we are permitted to deduct from any Refundable Deposit you choose to pay and when we must refund amounts to you.	
Part D – Rights and Responsibilities – General Conditions of Occupation	25
This sets out the general rights and responsibilities that apply to the Residential Care Home, including how this Agreement can be ended, your right to make complaints and exercise other rights you have.	
Part E – Rules of Occupancy	38
These are the rules that you will need to comply with while at the Residential Care Home.	
Part F – Behavioural Protocols	41
This sets out our expectations for the way in which you conduct yourself at the Residential Care Home.	

Part G – Complaints, Feedback and Whistleblower Policy	42
This sets out how you can make complaints and give feedback and how you can make a whistleblower disclosure. You won't be victimised or discriminated against for providing feedback or making a complaint to us or regulators, including the Complaints Commissioner.	
Part H – Relevant Policies and Protocols Provided to You	43
This includes information about the policies and protocols we have provided to you in connection with this Agreement.	
Part I – Residential Care Service List under the Aged Care Act	44
This is the list of Services the Aged Care Act says we must provide if you need them.	
Part J – Aged Care Code of Conduct	45
This is the Aged Care Code of Conduct that we and our personnel are required to comply with under the Aged Care Act.	
Part K – Extra Conditions	53
This sets out any other conditions you and any Guarantor have agreed with us will apply to this Agreement.	
Part L – Definitions	54
These are the definitions of the capitalised terms in this Agreement.	
Part M – Method of Calculating Accommodation Cost	56
This sets out the method of calculating your Accommodation Cost under the Aged Care Act, as either a Daily Payment, Refundable Deposit or combination of a Refundable Deposit and Daily Payments.	
Part N – Third-Party Guarantee and Indemnity	58
If applicable, this is the third-party guarantee to be provided as security for the amounts you must pay us. This allows us to require a Guarantor to pay us any amounts you don't pay.	
Part O – Acknowledgement of Payment Obligation and Charge	60
If applicable, this part gives us the right to lodge a caveat on your property and/or the property of a Guarantor as security for the amounts that must be paid to us.	
Part P – Access Approval	61
This includes a copy of the Access Approval that entitles you to access funded Residential Care.	

Record keeping

Record keeping obligations are changing under the Act

- Time period for keeping records extended from 3 to 7 years
- Specific records to retain
 - Complaints and feedback, responses and improvements made
 - Incidents
 - Financial records (eg ACFR, QFR, GPFR, APCS)
 - Specific record requirements for CHSP and NATSIFACP
 - Governing body records and advisory body records
 - Worker screening records
- BUT State laws (eg Vic, NSW) require you to retain for 7 years post discharge
- Record retention policy

Associated providers

“Associated providers”: new oversight and accountability

- New Act recognises the concept of “associated providers” but **does not regulate them**
- Regulation sits squarely with the **registered provider who engages them**
- Emphasis on accountability (but this has always been there)
- Much greater reporting and transparency obligations regarding use of associated providers

What does this mean for registered providers?

- You must have a suitable contract in place with your “associated providers” (ie anyone who provides “funded aged care services” to your clients or residents):
 - Reflect your obligations inc Quality Standards, Statement of Rights, Code of Conduct and other laws (eg privacy law, modern slavery, WHS)
 - Reporting – eg incidents, complaints, SIRS,
 - Information sharing – records to evidence compliance
- Contract is not of itself sufficient
 - Auditing processes and records
 - Know your customer

What to do with current providers?

1. Identify current providers to notify the Commission of “associated providers”
2. Review contracts – adequacy?
3. Identify expiry of current contracts – obligation to notify the Commission when you terminate, cease or extend an existing contract
4. Consider approach to re-contracting
 - Variation letter for now
 - New contract when you can



Anita Courtney

Principal

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To access our broad range of
aged care S@H, CHSP
agreements, supplier agreements
and other templates please to go
www.rkdocsconnect.com.au





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Member of
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More from the panel



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Questions from the chat



Quality and compliance support

The Aged Care Reform Transition Support

A structured approach including project kick-off, stakeholder consultation, a tailored implementation plan, governance through a project management and steering committee, and organisation-wide training to ensure aligned, efficient delivery.

Scan the code to learn more



<https://www.mirusaustralia.com/aged-care-reform-transition-support/>

20% off - Regulatory Reforms training

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<http://www.mirusaustralia.com/academy/regulatory-reforms-explained/>

Our next webinar



From Policy to Practice

Going beyond the ‘what’ of the reforms, we focus on the ‘how’ – sharing **practical tools**, leadership frameworks, and examples to help providers take **meaningful** steps forward, faster.

Wednesday, 25 June 2025
12pm – 1pm AEST

**Check your inbox for details or
scan the code to register now.**



Contact us



Robert Covino

Founder and Managing
Director

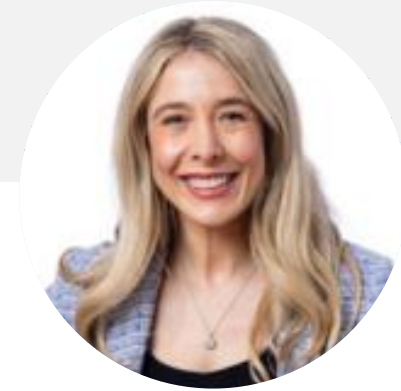
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