Australian Government
Department of Health, Disability and Ageing

Residential Care Service List and Higher Everyday Living Fee

Guidance for Providers

March 2026

Chapter One

Introduction

Disclaimer

The *Aged Care Act 2024* (the Act) governs the delivery of funded aged care services by registered providers (providers).

The information in this manual is intended as a general guide to providers on the policy intent of the Residential Care Service List and the Higher Everyday Living Fee (HELF). It is not intended as legal or professional advice on interpretation of the legislation or how it applies in a provider's specific circumstances.

Providers are solely responsible for complying with all relevant legislation when delivering funded aged are services. Providers should obtain their own independent legal and professional advice relevant to their specific circumstances to fully understand how to comply with all legislation relevant to delivering care and services, especially in relation to requirements and obligations for delivering funded aged care services that may be new or different under the Act and related rules.

In addition to legislation referred to in this guide, other Australian Government portfolios and state and territory jurisdictions may have separate legislation relevant to providers' operations as a registered provider. It is the provider's responsibility to understand and meet their obligations as they relate to all applicable legislation.

Providers should consider obtaining their own legal or professional advice relevant to their circumstances, especially in relation to requirements and obligations for delivering funded aged care services that may be new or different under the Act and related rules.

The Department of Health, Disability and Ageing (the department) will review and update the information in this program manual as needed. The most up-to-date version of this guide will be published on the department's website. Please refer to the online version of the guide to ensure that you have the most recent version. The footer on the front page includes the issue date. If you are reading a printed copy of this guide, please make sure it is the same as the most up-to-date version published on the department's website. The revisions and summary of changes made to the guide are outlined at the beginning of the document in the version history.

The department does not represent or guarantee the accuracy or completeness of information in this guide. To the extent permitted by law, the department also does not accept any liability for any loss or damage caused to any person (including providers) resulting directly or indirectly from use or reliance on this guide or the information it contains.

Additional information and resources that may further support providers understand their responsibilities and obligations will be available through the following Australian Government resources:

- Department of Health, Disability and Ageing: www.health.gov.au
- My Aged Care: www.myagedcare.gov.au
- Aged Care Quality and Safety Commission: www.agedcarequality.gov.au
- Aged Care Quality Standards: https://www.agedcarequality.gov.au/providers/quality-standards
- Services Australia: www.servicesaustralia.gov.au
- Australian Competition and Consumer Commission: www.accc.gov.au
- Australian Taxation Office: www.ato.gov.au

Version History

DATE	Summary of Change
October 2025	Residential Service List and HELF Guide (v1.0) first issued
March 2026	Residential Service List and HELF Guide (v2.1) issued Key updates include: • References to relevant quality standards, including in relation to choice, meals and clinical care • Food and nutrition expectations • Allied health expectations • Private arrangements • Expectations for existing residents in relation to HELF

Introduction

This guide provides direction on the funded aged care services that should be delivered to residents of residential care homes, and the obligations associated with offering services that can attract a higher everyday living fee (HELF).

These responsibilities are prescribed by the *Aged Care Act 2024* (the Act) and the *Aged Care Rules 2025* (the Rules).

Services must be delivered in accordance with the Aged Care Quality Standards (Quality Standards) (health.gov.au/our-work/strengthening-aged-care-quality-standards) and the Statement of Rights (agedcarequality.gov.au/older-australians/reform-changes-older-people/statement-rights).

Separate guidance for residents and their supporters is available on our website.

Residential Care Services List

The Residential Care Service List (service list) sets out the range of funded aged care services which registered providers of residential care (providers) must provide to permanent and respite residents who need them.

Higher Everyday Living Fee

The HELF is an optional fee that enables individuals to choose to receive more or a higher standard of services in mainstream permanent or respite residential aged care.

A HELF can be charged for services (other than accommodation), that are of a higher level than those on the service list or not already required or listed on the service list.

Specialist Aged Care Providers

Some of the information provided in this guide will not be relevant for specialist aged care providers, including Multi-Purpose Service Program (MPSP) providers. For example, different fees and charges apply where a provider is delivering services under a specialist aged care program.

A HELF cannot be charged where the provider is delivering services under a specialist aged care program.

Specialist aged care providers should refer to separate guidance on the relevant aged care program.

Chapter Two

Residential Care Service List

1. Service List Overview

1.1 Aged Care Act and Rules

Registered providers of residential care (providers) are required to provide residents with the care, services and equipment they need from the Residential Care Service List (service list).

These requirements are prescribed by the *Aged Care Act 2024* (the Act) and the *Aged Care Rules 2025* (the Rules).

1.2 Statement of Rights

All funded aged care services must be delivered in accordance with the Statement of Rights.

The Statement of Rights outlines the rights of older people that providers and workers need to uphold when delivering care. This includes the right for every individual to have:

- independence, autonomy, empowerment and freedom of choice
- equitable access
- quality and safe funded aged care services
- respect for privacy and information
- person-centred communication and the ability to raise issues without reprisal
- advocates, significant persons and social connections.

1.3 Quality Standards

It is a legislative requirement for providers to deliver funded aged care services that meet the Aged Care Quality Standards (Quality Standards).

Funded aged care services from the service list must independently fulfill the requirements of the Quality Standards. While Higher Everyday Living Fee (HELF) services can enhance standard offerings, they cannot be counted toward meeting these standards.

For example, the following outcomes under Standard 1 (the individual) must be met in the absence of HELF services:

1.3 Choice, Independence, and Quality of Life:

- The provider must support individuals to exercise choice and make decisions about their funded aged care services and provide them with support to exercise choice and make decisions when they want or need it.

- The provider must provide individuals with timely, accurate, tailored and sufficient information about their funded aged care services, in a way they understand.
- The provider must support individuals to exercise dignity of risk to achieve their goals and maintain independence and quality of life.

Further information on the requirements of the Quality Standards, including detailed guidance to help providers, workers and governing body members understand and meet the Quality Standards is available on the Aged Care Quality and Safety Commission's (the Commission) website.

1.4 Residential Care Funding

Providers are funded for the provision of the care, services and equipment required by the service list through Government funding and resident contributions.

Government funding includes subsidies and supplements, and in limited cases grant funding to providers. Subsidies and supplements are generally paid on behalf of each person eligible to access government-subsidised residential aged care.

More information is available at health.gov.au/our-work/residential-aged-care/funding

It is government policy for providers to ask people in government-subsidised care to pay fees and accommodation costs including basic daily fees, means tested hotelling contributions and non-clinical care contributions and accommodation payments and/or contributions.

More information is available at health.gov.au/resources/publications/understanding-fees-for-aged-care-homes-1-november-2025-fee-arrangements

Different arrangements apply for specialist aged care programs, including the Multi-Purpose Service Program (MPSP), which provides block funding to providers to deliver residential care as part of an integrated health and aged care service arrangements.

1.5 Residential Care Service List Key Areas

The service list is divided into 4 parts:

- **Residential accommodation:** relates to the administration and operation of a residential care home, including the building and grounds.

- **Residential everyday living:** relates to the services which people require on an everyday basis, such as the provision of bedding, furniture, meals and toiletries.

- **Residential non-clinical care:** relates to personal, social and emotional support services, including the provision of aids and equipment, arranging social activities and personal care and grooming.

- **Residential clinical care:** relates to more specific direct clinical care and services, includes nursing services, medication management, allied health and therapy programs.

2. Service List - Residential Accommodation

2.1 Accommodation

Aged Care Rules - Item 8-140(1)

(a) capital infrastructure costs and depreciation of buildings and grounds used by individuals;
(b) communal areas for living, dining and recreation, as well as personal accommodation in either individual or shared rooms;
(c) refurbishments and replacements of fixtures, fittings and infrastructure;
(d) maintenance, of buildings and grounds used by individuals, to address normal wear and tear.

Providers are responsible for the building and grounds of the residential care home.

They need to ensure that appropriate spaces are available for residents, including communal living and dining areas and personal bedrooms.

They are responsible for all costs related to maintaining the building and grounds, including general wear and tear. This ensures the safety of residents, staff and visitors.

The provider is also responsible for building renovations and room refurbishments.

Inclusions

The accommodation item **includes** but is not limited to:

- gardening
- pest control
- maintenance inside and outside the home
- any repairs and replacements necessary due to normal wear and tear
- general refurbishment of the resident's room after they have left the home.

2.2 Accommodation administration

> Aged Care Rules - Item 8-140(2)
>
> Administration relating to the general operation of the residential care home, including accommodation agreements, accommodation bond agreements and accommodation charge agreements.

This item covers the administration procedures and practices of a residential care home, which help the home to run smoothly.

This can include internal procedures and protocols. It also covers administrative paperwork for current and prospective residents. This item includes administration associated with accommodation agreements, which set out details such as the room features and agreed price, resident contributions and payment options.

The accommodation agreement can form part of the services agreement, which is noted in section 3.1.

Information on agreements can be found on the department's website at health.gov.au/our-work/residential-aged-care/managing/accommodation-agreements

Inclusions

The accommodation administration item **includes** but is not limited to:

- services and activities that are part of the general operation of the home
- services required as part of the providers responsibilities
- registering prospective residents for a place on a waiting list
- preparing accommodation agreements
- preparing invoices and statements for the resident's care

3. Service List - Residential Everyday Living

3.1 Operational administration and emergency assistance

Aged Care Rules - Item 8-145(1)

(a) administration relating to:
  (i) the delivery of the other services listed and described in this table; and
  (ii) service agreements;
(b) emergency assistance, including:
  (i) at all times, having at least one suitable employee of the registered provider onsite and able to take action in an emergency;
  (ii) if an individual is in need of urgent medical attention - providing emergency assistance in accordance with the registered provider's protocol for providing such assistance;
  (iii) activation of emergency plans in the case of fire, floods or other emergency;
  (iv) contingency planning for emergencies;
  (v) staff training for emergencies.

Administrative procedures and practices

This item covers the administrative procedures and practices associated with everyday living items like utilities, catering, laundry and cleaning.

It also includes administration relating to the resident service agreement. The resident service agreement includes resident details, funded care services to be provided, rights and responsibilities of both parties, and complaints mechanisms.

More information on agreements can be found on the department's website at health.gov.au/our-work/residential-aged-care/managing/accommodation-agreements

This item does not extend to agreements put in place for higher everyday living fees.

Emergency situations

The provider must have an emergency management plan which outlines the steps to take during an emergency.

Providers should consider what sort of situations are covered by their own emergency protocols. This would include, but is not limited to, medical emergencies, outbreaks of a communicable disease that could spread through the resident population, or events that require safety evacuations, such as fire.

Providers must consider the number of residents and their dependency levels as part of their emergency planning.

The emergency management plan should include a protocol for individual medical situations. This includes ensuring that the resident receives the appropriate nursing/medical assistance (such as that which would be provided under section 5.4).

An ambulance must be called when needed, including if requested by a resident. The provider is expected to call an ambulance but is not required to cover any call out charges. Normal consumer arrangements apply as per anyone else living in the community, with State and Territory governments having their own arrangements in place in relation to ambulance cover. The provider must notify the person nominated by the resident, such as a family member or registered supporter as soon as possible after the ambulance has been called.

Similarly, providers should have procedures and protocols that cover the calling of other emergency services as required (e.g. for fire) and these charges cannot be passed to the resident.

Providers must also meet relevant requirements under the Quality Standards, such as demonstrating that emergency and disaster management planning considers and manages the risks to the health, safety and wellbeing of individuals and aged care workers (Outcome 2.10).

Additional information can be found at health.gov.au/topics/aged-care/providing-aged-care-services/training-and-guidance/service-continuity-and-emergency-events-in-aged-care

Inclusions

The operational administration and emergency assistance item **includes** but is not limited to:

- preparing the resident service agreement
- translating material in the resident's preferred language, accessing the Australian Government's free translation service and the National Sign Language Program (NSLP), explaining basic matters and internal communications such as resident rights and responsibilities, complaints processes, food menus, and daily activity programs
- emergency management planning

3.2 Communication services

> Aged Care Rules - Item 8-145(2)
>
> Access for individuals to an external telecommunications mechanism in the residential care home (and in individual's rooms if requested), such as telephone, internet or Wi-Fi services, but not including any usage charges or device costs.

Providers need to ensure residents have access to an external telecommunication mechanism so they can maintain contact with family and friends.

Usage charges for the telecommunication mechanism provided (such as call charges or internet data) can be passed to the resident under a higher everyday living fee agreement.

Inclusions

The communication services item **includes** but is not limited to:

- access to communal telecommunication devices (e.g. phone, computer with internet)

Case study: telephone within a resident room

Roy

Qualife Aged Care Home has installed telephones in several communal areas of the home, including the lounge and dining rooms. Residents can use these phones when they wish.

Roy is a new resident of Qualife Aged Care Home. He likes to have weekly phone calls with his brother who lives interstate. Roy could use the communal telephone for these calls but would prefer to have a personal telephone within his room.

Qualife has already supplied a telephone socket within the room, and as per the service list cannot charge extra for this. However, they explain to Roy that there will be an extra charge for the device and for the associated call costs. Roy agrees to pay for this via a higher everyday living fee.

Roy also brings with him a personal laptop which he uses to read the online newspaper. Qualife is happy to support this and advises Roy that Wi-Fi is available within his room, but that he will need to pay for usage/data charges. He also agrees to this via a higher everyday living fee.

3.3 Utilities

Aged Care Rules - Item 8-145(3)

(a) utility running costs for the residential care home (such as electricity, water and gas);
(b) heating and cooling for bedrooms and common areas to a comfortable temperature;
(c) testing and tagging of all electrical equipment provided by the registered provider;

but not including electrical equipment brought into the residential care home by the individuals.

Providers must provide adequate utilities, so that residents have access to essential services such as plumbing, lighting, hot water, heating/cooling. The utilities provided must meet the safety and comfort needs of the resident.

The service list does not mandate a set temperature for the building. However, the National Aged Care Design Principles and Guidelines state that the optimal temperature within a building is in the range of 20-26 degrees. A copy of these Guidelines is available on the department's website at health.gov.au/resources/publications/national-aged-care-design-principles-and-guidelines

If an appropriately qualified health professional or allied health professional has determined that a resident is not able to use the essential service in the form provided (for example they are sensitive to fluorescent lighting), the provider must find an alternative and cannot charge the resident. The existing utilities do not need to be removed but instead can be switched off in that resident's room and something else made available (either as a permanent or temporary fixture).

If a resident wishes to install their own major appliances, they must first seek the approval of the provider to allow consideration of safety and cost implications. A provider should not limit or charge for access to a room installed item that will allow personal electrical items to function, such as power points, phone or antenna sockets. There may be additional charges for running costs.

As part of work health and safety obligations, there are electrical standards that must be met, which includes the testing and tagging of electrical equipment to the standard required by state and/or territory regulation.

A provider cannot charge the resident for the testing and tagging of equipment that they provide for the resident's room. Providers can charge a reasonable fee for testing and tagging if the resident has chosen to arrange their own electrical equipment. Alternatively, the resident may choose to organise their own testing and tagging.

Inclusions

The utilities item **includes** but is not limited to:

- use of utilities such as water and electricity
- inspection of the provider's electrical equipment for work health and safety purposes (including testing and tagging of the providers electrical equipment)
- heating/cooling of the home to provide a comfortable environment for residents
- utility consumption of minor appliances provided by the resident for personal use (e.g. computers, DVD/CD players, radios, lamps, chargers).

3.4 Cleaning services and waste disposal

Aged Care Rules - Item 8-145(4)

(a) cleanliness and tidiness of the entire residential care home, including the individual's personal area unless the individual chooses to and is able to maintain their personal area themselves;
(b) safe disposal of organic and inorganic waste material.

Providers must ensure that the living environment is clean, tidy and generally well maintained. This includes communal spaces and individual bedrooms being free of trip hazards and regularly cleaned to maintain hygiene and infection control procedures in line with the Quality Standards.

A resident can choose to maintain their own personal space if they are able, including their bedroom or personal area of a shared room. However, the provider should assess the resident's physical and cognitive abilities, the suitability of the facilities, compliance with dignity of risk under the Quality Standards, and adherence to internal policies and procedures. It is also necessary to ensure that no risks are posed to other residents, staff, or visitors in accordance with work health and safety requirements. Cleanliness should be regularly monitored, and arrangements should be reviewed and adjusted as required.

Bathrooms and general surfaces must be cleaned regularly to ensure hygiene and sanitation. Furniture, fittings and equipment must also be safe, clean, well maintained and suitable for the resident.

All cleaning products and/or chemicals must be safe for residents and must not pose risks such as respiratory issues, skin irritation, or other adverse health effects.

Should a resident have specific medical requirements identified by a health professional, the provider is responsible for ensuring the use of appropriate cleaning products without passing on the cost for necessary alternatives to the resident.

If a resident requests a preferred cleaning product for their personal room that differs from standard fit-for-purpose products, the provider should seek to accommodate this preference. However, any additional costs incurred may be charged to the resident as part of a higher everyday living fee. Residents may also choose to purchase their own products.

Providers must also manage the collection and disposal of general waste, clinical refuse, sewage, and sharp materials within the home. All waste must be managed and disposed of safely and suitably, in full compliance with State, Territory, and/or local government regulations.

Inclusions

The cleaning services and waste disposal item **includes** but is not limited to:

- cleaning the resident's individual room and ensuite/shared bathroom
- cleaning of common areas within the home
- cleaning flooring
- any non-standard cleaning products that may be required due to medical reasons to clean common areas and/or a resident's room
- any cleaning products for the use of the resident if the resident chooses to maintain their own personal area
- safe disposal of sharps and contaminated waste
- waste collection containers in the resident's bedroom and ensuite/shared bathroom.

3.5 Communal furnishings

> Aged Care Rules - Item 8-145(5)
>
> Fit-for-purpose communal lounge and dining furniture, including the following:
>
> (a) televisions;
> (b) if the residential care home has a communal outdoor space - outdoor furniture.

This item covers furniture in communal areas of a residential care home, such as lounges, dining rooms, recreational areas, and outdoor spaces. Communal furnishings must be fit-for-purpose and meet residents' care, safety, and comfort needs.

Furnishings must also be provided for recreational and social activities, aligning with section 4.7. This includes furniture such as couches and table/chair settings where residents can meet with visitors.

Inclusions

The communal furnishings item **includes** but is not limited to:

- fit-for-purpose communal furnishings, including recreational communal furnishings and equipment, such as couches, tables, chairs, TVs, music players and radios.

3.6 Bedroom and bathroom furnishings

Aged Care Rules - Item 8-145(6)

The following (other than bedroom and bathroom furnishings that are customised or that the individual chooses to provide):

(a) a bed and a mattress that meets the individual's care, safety and comfort needs, including, if required, a bed that is adjustable to cater for the individual's needs and accommodates the individual's height and weight;
(b) equipment or technologies used to ensure the safety of the individual in bed and to avoid injury to the individual and to aged care workers;
(c) pillows (including, if required, pressure cushions, tri-pillows and wedge pillows);
(d) a bedside table, bedside locker or bedside chest of drawers, wardrobe space, draw screens (for shared rooms), a visitor chair (if required) and an over-bed table (if required);
(e) a fixture or item of furniture where the individual can safely lock and store valuables, if this is not provided by the furniture items mentioned in paragraph (d);
(f) a chair, with arms, to meet the individual's care, safety and comfort needs, including, if required, a chair with particular features, such as an air, water or gel chair;
(g) a shower chair (if required), containers for personal laundry, and waste collection containers or bins for bedrooms and bathrooms;
(h) bed linen, blankets or doonas, air or ripple mattresses (if required), absorbent or waterproof covers, sheeting, and bed pads (if required), bath towels, hand towels and face washers;
(i) laundering of all products mentioned in paragraph (h).

Providers must provide bedroom and bathroom furnishings that ensure residents' care, safety and comfort. They must consider occupational health and safety for both the resident and staff when positioning these furnishings.

Residents need storage for personal items—such as wardrobes or drawers—and a secure place for valuables, like a lockable drawer or safe.

Bed selection should be determined in consultation with the resident or their nominated representatives. The service list stipulates that everyone must be provided with a bed and mattress appropriate to their care, safety, and comfort needs, including adjustable options where necessary. For instance, if a single bed is not suitable, there must be no additional charge for supplying an appropriate bed.

Residents may bring personal items into their rooms with the provider's approval. However, items that pose a risk—such as electric blankets, bar heaters, or candles—may not be appropriate. If repairs or replacements are required for any furniture the resident has provided themselves, while not obligated, the provider may pass related costs on to the resident. Alternatively, the resident or their supports may organise the repair directly after informing the provider.

Refer to Appendix A for information on the requirements to provide standard, non-standard and advanced products, and the costs that can be applied.

Inclusions

The bedroom and bathroom furnishings item **includes** but is not limited to:

- a bed, mattress and pillows that meet the resident's care, safety and comfort needs
- bed linen (including bed sheets, blankets or doonas, waterproof sheeting, mattress protectors)
- non-standard bedding products that meet the resident's needs as assessed by a health professional.

3.7 Toiletry goods

Aged Care Rules - Item 8-145(7)

The supply of the following goods, (or substitutes if needed to meet the individual's medical needs, including specialist products for conditions such as dermatitis), but not including alternative items requested on the basis of the individual's personal preferences:

(a) facial cleanser (or alternatives such as facial wipes), shower gel or soap, shower caps, shampoo and conditioner;
(b) toothpaste, toothbrushes and mouthwash;
(c) hairbrush or comb, shaving cream and disposable razors;
(d) tissues and toilet paper;
(e) moisturiser and deodorant;
(f) cleaning products for dentures, hearing aids, glasses and artificial limbs (and their storage containers).

Residents must receive the necessary toiletries to meet their health and hygiene requirements.

The specific items listed must be made available to residents, though additional toiletries may be supplied at the discretion of the provider. These provisions are consistent with the provider's obligations regarding personal hygiene and grooming (see section 4.2)

All products must be safe for regular use by residents. Appropriate substitutes may be used (for example, face wipes in place of facial cleanser), but if a resident specifically requests an item referenced in this provision, it must be supplied.

For residents with medical needs requiring certain products as recommended by a health professional (such as hypoallergenic items), the provider is required to consult the resident concerning the recommended product and ensure its provision at no extra cost.

Should a resident request a preferred toiletry product (such as an alternative brand) that differs from the standard fit-for-purpose product, the provider may pass on additional costs to accommodate this preference through a higher everyday living fee. Alternatively, the provider can assist the resident with purchasing their preferred products e.g. assisting the person to order the product online.

Inclusions

The toiletry goods item **includes** but is not limited to:

- substitutes for the listed products, if the resident's assessed care needs mean the resident cannot use the product normally provided
- cleaning of dentures and denture containers
- purchase of products required for cleaning dentures.

3.8 Personal laundry

Aged Care Rules - Item 8-145(8)

(a) laundering (other than by a special cleaning process such as dry cleaning or hand washing) items that can be machine washed, using laundry detergents that meet the individual's medical needs, such as skin sensitivities;
(b) if requested, ironing of machine washed clothes (other than underwear and socks);
(c) a labelling system for the individual's clothing, but not including alternate labelling systems requested on the basis of the individual's personal preferences;
(d) return of personal laundry to the individual's clothing storage space.

Providers must provide laundry services for residents' personal machine-washable clothing.

Providers may arrange laundry services for clothing requiring specialised cleaning but are not obligated to do so, and any extra associated costs may be charged to residents through a higher everyday living fee. If providers do not arrange specialised cleaning, residents should have the option to organise these services directly with external providers.

Washed clothing should be placed in the resident's storage area either folded or hung, unless the resident prefers and is able to do this independently. If residents request ironing for specific machine-washed items, (not including underwear and socks), the provider must arrange this.

Providers must implement a process to identify individual residents' clothing. If a resident requests a preferred identifier that is different from the standard method used, the provider may pass on any additional costs to the resident via a higher everyday living fee.

Inclusions

The personal laundry item **includes** but is not limited to:

- general laundry, including the washing, drying and ironing (if requested) of residents' clothing that can be machine washed
- a standardised system to identify the resident's laundry items (e.g. labelling of clothing)
- non-standard laundry detergents (e.g. for sensitive skin) that are required by a resident for use on their personal laundry, where recommended by a health professional.

3.9 Meals and refreshments

Aged Care Rules - Item 8-145(9)

(a) at least 3 meals per day (including the option of dessert with either lunch or dinner) plus morning tea, afternoon tea and supper, of adequate variety, quality and quantity to meet the individual's nutritional and hydration needs;
(b) special diets where required to meet the individual's medical, cultural or religious needs, including but not limited to enteral feeding, nutritional supplements, texture modified meals and thickened fluids, diets to address food allergies and intolerances, and vegetarian, vegan, kosher and halal diets (but not for meeting the individual's social preferences on food source such as non-genetically modified and organic);
(c) reasonable flexibility in mealtimes, if requested, so the individual can exercise choice;
(d) a variety of non-alcoholic beverages available at all times (such as water, milk, fruit juice, tea and coffee);
(e) eating and drinking utensils and eating aids if needed;
(f) snack foods of adequate variety, including fruit and options suitable for texture modified diets, available at all times in the residential care home.

Food and drink are fundamental to health, dignity, identity and quality of life in residential aged care. Mealtimes support not only nutritional and hydration needs, but also routine, cultural expression and social connection.

Providers should partner with residents and Accredited Practising Dietitians to understand the needs and requirements of the individuals they care for to help design their menus.

Residents must have reasonable flexibility in mealtimes to exercise choice. This should include variation and choice about what, when, where and how much they eat and drink.

There must also be adequate variety of food and it must be of an acceptable quality.

Providers are required to respect cultural, religious and medical dietary requirements when catering for residents. This includes, but is not limited to, vegetarian, kosher and halal foods. Providers should ensure food is sourced appropriately and prepared in accordance with the resident's requirements.

Providers need to support residents requiring a specific medical diet (such as texture-modified meals) or assistance with eating. If concerns arise regarding swallowing difficulties or unplanned weight loss or weight gain, monitoring and consultation with health professionals is recommended. Where a particular diet is required for medical reasons, this should be supported by a recommendation from a registered health practitioner, such as a GP, dietitian, or speech pathologist and discussed with the resident.

Requests for particular foods or diets based on personal social preference (for example, organic or non-genetically modified food, or expensive variations of regular foods and fluids) may be addressed at the provider's discretion. Where this is accommodated for personal preference only, and not based on medical, religious or cultural requirements, additional costs can be passed on to the resident, including for ingredients and additional preparation time.

Visitors, including relatives, can be reasonably charged for food and beverages. These fees must be directed to the visitors, not the resident.

Quality Standards – Standard 6

Providers must meet the requirements of Quality Standard 6 - Food and Nutrition.

The provider must:

- partner with individuals to deliver a quality food and drinks service that includes appetising and varied food and drinks and an enjoyable dining experience.
- demonstrate that the provider understands the specific nutritional needs of individuals and assesses the current needs, abilities and preferences of individuals in relation to what and how they eat and drink.
- provide individuals with food and drinks that meet their nutritional needs and are appetising and flavoursome; variation and choice about what they eat and drink; and choice about how much they eat and drink.
- support individuals to eat and drink.
- ensure that the dining experience meets the needs and preferences of individuals to support social engagement, function and quality of life.

The outcomes of Standard 6 must be met for all residential meals and refreshments delivered under the Service List.

For further information on what is expected of registered providers to comply with the Quality Standards, please visit the Aged Care Quality and Safety Commission's Provider Guidance Material.

HELF

Providers can offer premium meals and refreshments through a HELF if they are in addition to, or a higher level than, what is required under the service list and the Quality Standards.

Premium options must not replace or diminish the culinary or nutritional quality, portion size, variety or availability of standard meals

Premium meals must represent a demonstrable enhancement beyond the standard service.

Residents who do not elect premium options must continue to receive meals that fully meet nutritional and clinical requirements.

More information

For more information regarding requirements to deliver quality and safe meal services, see the following information:

- agedcarequality.gov.au/strengthened-quality-standards/food-and-nutrition
- health.gov.au/our-work/improving-food-nutrition-aged-care/regulationcompliance#quality-standard-for-residential-aged-care
- agedcarequality.gov.au/workers/food-nutrition-dining-information-workers
- agedcarequality.gov.au/older-australians/health-wellbeing/food-and-nutrition

The Food, Nutrition and Dining Hotline (1800 844 044) is also available for individuals and staff to raise questions, concerns or complaints about food, nutrition or dining quality in residential care homes.

Inclusions

The meals and refreshments item **includes** but is not limited to:

- quality food in accordance with the resident's individual nutritional needs and the Quality Standards
- special dietary items to meet the resident's individual medical, cultural or religious needs (e.g. sourcing/preparation of vegetarian, halal or kosher foods)
- availability of snack foods and drinks at all times

Case study

Ming

Ming is a resident of Qualife Aged Care Home. During her initial assessment she was asked about her needs, goals and preferences for meals. She told the staff she does not like fish and has not eaten fish most of her life, and this was documented in her care and services plan.

Each Friday, Qualife serves a hot meal with fish for dinner which many residents like as it aligns to their culture and religion. As Qualife knows Ming prefers not to eat fish, she is given the option to have chicken instead.

Ming agrees to this and is not charged a HELF as this arrangement aligns to the requirements of the Quality Standards to provide choice and variety and meals that meet needs, goals and preferences.

Bruce

Bruce is also a resident at Qualife and recently has been experiencing medical issues, resulting in weight loss. His doctor has requested a comprehensive nutritional assessment by an Accredited Practising Dietitian.

The dietitian recommends a high protein, high energy diet and discusses with Bruce what foods are high in energy and protein. Based on Bruce's preferences and what the kitchen can prepare, in addition to reviewing his regular menu selections, the dietitian recommends cheese and crackers at morning tea, a sandwich with a meat or egg filling for afternoon tea, and a glass of flavoured milk with his usual supper snack before bed.

These options are discussed with Bruce and he agrees to the changes recommended by the dietitian to improve his health. Qualife do not charge Bruce a HELF for this, given that this diet change has been made to meet his medical need.

Rob

Rob is another resident at Qualife who recently entered care. He has always had a full cooked breakfast including eggs, bacon, mushrooms and hashbrowns.

Qualife include eggs on toast as a standard breakfast offering to help residents meet their daily protein requirements. Rob can access this without an additional charge.

Qualife also offer 'Premium Meal Choices', which includes a full cooked breakfast option (including bacon, sausage, tomato and hashbrowns) for an additional $10 a day.

Although Rob would enjoy the full cooked breakfast, he chooses not the pay the additional amount. He decides to receive eggs on toast as the standard offering, knowing that he can opt into the premium service in the future if he wishes.

4. Service List - Residential Non-Clinical Care

4.1 Care and services administration

Aged Care Rules - Item 8-150(1)

Administration related to:

(a) the delivery of the other services listed and described in the other items of this table; and
(b) the delivery of the services in the service type residential clinical care.

This item relates to the administrative procedures and practices associated with non-clinical and clinical care.

It does not relate to actual care delivery or care planning but extends to such things as product supplier contracts, occupational health & safety (OH&S) protocols and pharmacy and health professional sub-contracting arrangements.

Inclusions

The care and services administration item **includes** but is not limited to:

- administrative activities related to care and services arranged and delivered by the provider
- services or activities which are required to deliver care to individuals.

4.2 Personal care assistance

Aged Care Rules - Item 8-150(2)

Personal assistance, including individual attention, individual supervision and physical assistance, with the following:

(a) bathing, showering, personal hygiene and grooming (other than hairdressing);
(b) dressing, undressing and using dressing aids;
(c) eating and drinking, and using utensils and eating aids (including actual feeding if necessary);
(d) cleaning of personal items (and their storage containers) needed for daily living, including dentures, hearing aids, glasses, mobility aids and artificial limbs.

Providers must assist residents with activities of daily living. This includes general personal grooming and hygiene, assistance with dressing, support with eating and drinking, and the cleaning of personal items.

Staff in the home should assess each resident's individual needs and preferences, delivering appropriate support and assistance accordingly. The provider must ensure that, where necessary, residents receive support while bathing or showering.

Supervision or help may also be provided for tasks such as shaving, drying hair, dental hygiene, or the insertion of dentures.

The provider must assist residents with dressing, undressing, or changing clothing as needed.

For residents who need help with eating, the facility must aid in the use of utensils or provide direct feeding if required.

Additionally, the provider must facilitate the cleaning and adjustment of personal items needed on a daily basis. This includes fitting prosthetic limbs, changing hearing aid batteries, and cleaning both hearing aids and glasses. While there can be no charge for this assistance, the cost of procuring hearing aids, batteries, or glasses may be passed on to the resident.

Inclusions

The personal care assistance item **includes** but is not limited to:

- ensuring that all personal assistance needs are assessed and met as outlined above
- cleaning of aids, devices and their storage containers.

4.3 Communication

Aged Care Rules - Item 8-150(3)

Assistance with daily communication, including the following:

(a) assistance to address difficulties arising from impaired hearing, sight or speech, cognitive impairment, or lack of common language (for example, visual aids such as cue cards, paper-based photo or alphabet spelling communication boards or books, photo based easy language written information, and menu and activity choice boards or learning of key phrases);
(b) fitting sensory communication aids and checking hearing aid batteries.

Providers must assist residents with communication needs. This must have regard to the person's circumstances, for example ensuring vision, hearing and speech impairments are accommodated.

Providers have an obligation to support residents facing challenges in verbal communication from language barriers or a medical reason. Where possible providers should involve an older person's supporters to assist them to make and communicate their decisions.

For residents with cognitive impairments or an inability to communicate verbally, providers should use techniques such as symbols, images, or cue cards to inform residents about requirements and obtain responses as needed.

For language barriers, techniques may include bilingual signage within bedrooms and communal areas.

If a resident does not speak English and needs help, providers can contact the national translating and interpreting service (TIS National) at tisnational.gov.au or by calling 1300 655 820.

For sign language support, providers can contact DeafConnect on 1300 773 803. DeafConnect is the provider of the National Sign Language Program (NSLP) and is funded by the Department of Health, Disability and Ageing.

For other information and services available for the d/Deaf, deafblind, vision impaired or hard of hearing see: www.myagedcare.gov.au/support-people-who-are-deaf-deafblind-vision-impaired-or-hard-hearing

For resources from Vision Australia for clinicians and those supporting people with blindness or low vision across a range of settings, including aged care, see: www.agedcarequality.gov.au/quality-standards/vision-australia-clinical-tools-and-resources

Inclusions

The communication item **includes** but is not limited to:

- assistance to fit hearing aids or glasses
- standard communication tools required by residents.
- utilising government funded translation or sign language services to assist in communicating with residents where necessary

4.4 Emotional support

Aged Care Rules - Item 8-150(4)

(a) if the individual is experiencing social isolation, loneliness or emotional distress— ongoing emotional support to, and supervision of, the individual (including pastoral support);
(b) if the individual is new to the residential care home—assisting the individual to adjust to their new living environment;
(c) provision of culturally safe supports that have been determined in consultation with the individual and their supporters (if required).

Providers are required to provide ongoing support to residents to support their emotional health and wellbeing.

This includes support for new residents to adjust to their environment, and ongoing support for residents who may experience loneliness or emotional distress.

Providers are expected to regularly check residents' emotional states, such as by inquiring about their mood during morning routines. Staff should offer to facilitate access to necessary supports, such as communication with supporters, family and friends, counselling, or participation in social and community activities.

Providers are responsible for supporting access to professional services when needed. The provider must arrange relevant appointments where requested; however, any fees from health professionals may be charged to the resident.

Tailored activities may also be considered to encourage social interaction and enhance emotional wellbeing. Existing programs like the Aged Care Volunteer Visitors Scheme (ACVVS) (health.gov.au/acvvs) may also be utilised to help reduce social isolation. For veterans or war widows/ers this may include services from ex-service organisations such as the Returned Service League (RSL).

Providers should have regard to an individual’s life experiences (including trauma) when considering the resident's emotional support needs. Under the Quality Standards, providers have a range of expectations to understand and respect individuals. This includes providers demonstrating they understand and value individuals, including their identity, culture, ability, diversity, beliefs and life experiences (Outcome 1.1).

Inclusions

The emotional support item **includes** but is not limited to:

- individual support in adjusting to life in the new environment, and review as part of the care and services plan
- access to support through relevant professionals and services such as counsellors, health professionals, chaplains, community visitors and independent aged care advocacy services.

4.5 Mobility and movement needs

Aged Care Rules - Item 8-150(5)

The following (other than the provision of motorised wheelchairs, electric mobility scooters, customised aids, or mobility aids requested on the basis of the individual's personal preferences):

(a) assisting the individual with moving, walking and wheelchair use;
(b) assisting the individual with using devices and appliances designed to aid mobility;
(c) the fitting of artificial limbs and other personal mobility aids;
(d) supply and maintenance of crutches, quadruped walkers, walking frames, wheeled walkers, standing walkers, walking sticks, wheelchairs, and tilt-in-space chairs;
(e) aids and equipment used by aged care workers to move the individual, including for individuals with bariatric needs;

taking into account:

(f) the individual's care, safety and comfort needs; and
(g) the individual's ability to use aids, appliances, devices and equipment; and
(h) the safety of other individuals and of aged care workers and visitors to the residential care home.

Providers must assist residents with mobility as needed, including the purchase and supply of appropriate mobility aids. Provision of the necessary equipment to enhance mobility is required regardless of whether the limitation is temporary or ongoing.

Providers must ensure residents requiring a specific mobility aid (such as a wheelchair) have access to this equipment whenever needed, including during outings or while on social leave. This may be achieved by making the device available on demand, or by assigning a dedicated aid to the individual resident on an ongoing basis.

The provider must consider the rights of the individual under the Statement of Rights and their obligations under the Quality Standards and the safety of other residents and staff when considering the use of motorised mobility aids. The Quality Standards include requirements to undertake risk management (Outcome 2.4) and ensure individuals access services in a safe and comfortable environment (Outcome 4.1b).

Providers should have appropriate guidelines, practices, and procedures to maintain staff occupational health and safety, particularly during tasks involving moving residents. Providers are expected to provide adequate mechanical lifting devices for residents who require assistance. This equipment must be suitable for its intended purpose, and staff must receive training in its use. If a resident requests the use of a specific brand or type of product that differs from what the provider offers, the decision to accommodate this request is at the discretion of the provider. If approved, any associated additional costs may be charged to the resident.

Eligible veterans and war widow/ers who have a clinical need may access customised or personalised equipment through DVA's Rehabilitation Appliance Program (RAP). RAP items received before the veteran or war widow/er enters a residential care home can be kept by the resident if the provider approves and in line with the provider's obligations under the Quality Standards. More information on the RAP Program in residential aged care is available on the DVA website at dva.gov.au/RACproviders

Refer to Appendix A for information on the requirements to provide standard, non-standard and advanced products, and the costs that can be applied.

Inclusions

The mobility and movement needs item **includes** but is not limited to:

- mobility aids (e.g. walking sticks, walking frames) that meet a resident's individual care needs
- non-motorised wheelchairs, or mobile chairs which meet pressure care requirements and optimise levels of mobility and participation
- non-standard mobility aids or wheelchairs that meet the resident's needs as assessed by a health professional
- equipment and devices required by staff to move residents
- access to and use, as required, of fit-for-purpose mechanical lifting devices, operated by trained staff in accordance with work health and safety obligations
- slings and other equipment used in the operation of lifting devices.

Case study: choice in advanced mobility aids

Mike

Mike recently arrived at Qualife Aged Care Home. He is of taller and larger stature and reported feeling unsteady on his feet or when moving from sitting to standing.

A physiotherapy assessment was conducted, and a recommendation was made that he be provided with a four wheeled walker. Mike was informed that this non-standard item would be supplied as part of his funded services.

Mike then asked if he could have a titanium framed walker that he'd seen his old neighbour using. Qualife staff indicated that this was a more advanced product which was in addition to his clinically assessed needs and would come at an additional cost. As Mike still wanted to proceed with the advanced option, he agreed to purchase it under a higher everyday living agreement.

4.6 Continence management

Aged Care Rules - Item 8-150(6)

(a) assisting the individual to:
  (i) maintain continence or manage incontinence; and
  (ii) use aids and appliances designed to assist continence management;
(b) the supply of aids and appliances designed to assist continence management to meet the individual's needs, including the following:
  (i) commode chairs, over-toilet chairs, bed pans, uridomes and catheter and urinary drainage appliances;
  (ii) as many continence aids (such as disposable urinal covers, pants, pads, chair pads and enemas) as are needed to meet the individual's needs.

Providers must support residents with continence, including assistance with toileting, changing continence products, and using continence aids.

Providers must supply and purchase necessary toileting and incontinence items, including catheter management supplies and individualised equipment, providing enough aids to meet individual care needs. This includes providing as many continence aids as needed to meet the resident's needs. Providers cannot charge for the cost of these items.

Residential respite residents who are participating in the Continence Aids Payment Scheme (CAPS) (health.gov.au/our-work/continence-aids-payment-scheme-caps) should ensure they bring adequate supplies of continence products with them when they commence a respite episode. For non-CAPS respite participants, the provider remains responsible for providing all necessary continence aids and products during their respite episode.

If a resident needs stoma products, these are provided free of charge under the Stoma Appliance Scheme, if the individual is a member of the relevant Stoma Association. If a resident wishes to join the association, the payment of the membership cost is the resident's responsibility. Visit health.gov.au/our-work/stoma-appliance-scheme for more information.

Refer to Appendix A for information on the requirements to provide standard, non-standard and advanced products, and the costs that can be applied.

Inclusions

The continence management item **includes** but is not limited to:

- purchase and supply of toileting and incontinence management goods, including catheter supplies, required to meet the resident's individual needs
- assessment of the resident's care needs by an appropriately qualified health professional
- non-standard toileting and incontinence goods that meet the resident's needs as assessed by an appropriately qualified health professional.

4.7 Recreational and social activities

Aged Care Rules - Item 8-150(7)

Tailored recreational programs and leisure activities (including communal recreational equipment and products) aimed at preventing loneliness and boredom, creating an enjoyable and interesting environment, and maintaining and improving the social interaction of the individual. These programs and activities must include the option of:

(a) at least one recreational or social activity each day that is not screen-based, television-based or meal-based; and
(b) regular outings into the community (but not including the cost of entry tickets, transport or purchased food and beverages associated with the outings).

Recreational and social activities are essential to promoting emotional wellbeing, social connection and quality of life in residential aged care. Programs must aim to prevent loneliness and boredom, create an engaging environment, and support residents to maintain and strengthen social relationships.

Residents must have access to varied recreational activities and social events that cater to their diverse needs, supporting emotional wellbeing and community interaction.

Providers can determine which activities to provide but must have specific strategies in place that encourage and assist residents to engage in these activities. Providers should consult with residents, or their family/carers, about the activities planned, and accommodate any feedback or suggestions made, where possible.

Activities could include (but are not limited to) board/card games, reading, organised walks, trivia, cultural celebrations, sports, arts programs, or school visits.

At least one daily non-screen or meal-based option is required (even on public holidays). This means that going to the dining room for lunch would not be classified as a social activity.

Regular free activities are expected within the home, but external activities should also be offered on occasion. For external outings the provider is responsible for arranging the activity, including making bookings and arranging transport. However, residents may need to pay for entry tickets to events, transport costs, or purchased food. Staff escort costs cannot be charged. Outings should be diverse and of interest to the residents.

If a resident requests a private outing, such as to the movies or theatre, the provider should assist with arrangements where possible. However, residents will be required to cover staff escort costs if required along with other expenses.

Providers must meet requirements under the Quality Standards such as ensuring individuals receive services that optimise their quality of life, promote use of their skills and strengths and enable them to do the things they want to do (Outcome 7.2).

Inclusions

The recreational and social activities item **includes** but is not limited to:

- developing and delivering social and recreational activity programs which are suitable for their resident's needs, wishes and abilities
- recreational equipment available for communal use
- providing regular non-TV based entertainment options for residents
- staff escorts for outings organised by the provider.

5. Service List - Residential Clinical Care

The Quality Standards should be considered alongside this section of the service list, including Quality Standard 5 – Clinical care.

Outcome 5.4 (Comprehensive care) is particularly relevant and states that:

- The provider must ensure that individuals receive comprehensive, safe and quality clinical care services that are evidence based, person-centred and delivered by registered health practitioners, allied health professionals, allied health assistants or nursing assistants.
- Clinical care delivered by the provider must encompass clinical assessment, prevention, planning, treatment, management and review to minimise harm and optimise quality of life, reablement and maintenance of function.
- The provider must have systems and processes that support coordinated and multidisciplinary clinical care services:
    - that are delivered to individuals, in partnership with individuals, supporters of individuals and other persons supporting individuals; and
    - that are aligned with the individuals' needs, goals and preferences.
- The provider must support early identification of, and response to, changing clinical needs.

5.1 Care and services plan oversight

Aged Care Rules - Item 8-155(1)

Ensuring that:

(a) the individual's care and services plan is carried out; and
(b) progress against the care and services plan goals is monitored.

Note: For requirements for care and services plans, see paragraph 148(e) of the Act and Subdivisions A and D of Division 3 of Part 4 of Chapter 4 of this instrument. For Aged Care Quality Standards for care and services plans, see subsections 15-20(1) to (3) of this instrument.

This item relates to the oversight of the individuals care and services plan, noting that the development of the plan is covered under section 5.4 of this guide.

As outlined in the Quality Standards, the provider must ensure that care and services plans are regularly reviewed with the resident and are used by aged care workers to guide the delivery of funded aged care services (Outcome 3.1).

Plans must be developed in consultation with the resident (and their supporters as needed or requested) and be based on recommendations of both nursing and appropriate allied health staff.

Once in place, the plan needs to be reviewed regularly to ensure it continually meets the resident's needs, with any major changes communicated to the resident and their supporters if required or agreed.

A resident should not be charged for clinical care services that are included in the care and services plan.

Inclusions

The care and services plan oversight item **includes** but is not limited to:

- implementing, reviewing and/or updating care and services plans.

5.2 Allied health, rehabilitation and therapeutic exercise therapy programs

Aged Care Rules - Item 8-155(2):

Allied health, rehabilitation and therapeutic exercise therapy programs that are:

(a) designed by:
  (i) appropriate registered health practitioners; or
  (ii) appropriate allied health professionals; or
  (iii) appropriate registered health practitioners and appropriate allied health professionals; and
(b) designed in consultation with the individual and their supporters (if required); and
(c) delivered in individual or group settings; and
(d) delivered by, or under the supervision, direction or appropriate delegation of:
  (i) registered health practitioners; or
  (ii) allied health professionals; or
  (iii) registered health practitioners and allied health professionals; and
(e) aimed at maintaining and restoring the individual's physical, functional and communication abilities to perform daily tasks for themselves, including through:
  (i) maintenance therapy that is designed to provide ongoing therapy services to prevent reasonably avoidable physical and functional decline and maintain and improve levels of independence in everyday living; and
  (ii) if required, more focused restorative care therapy on a time-limited basis that is designed to allow the individual to reach a level of independence at which maintenance therapy will meet their needs;

but not including the following:

(f) intensive, long-term rehabilitation services required following (for example) serious illness or injury, surgery or trauma;
(g) allied health services and appointments made for or by the individual or their supporters, that are in addition to those required to meet the individual's care needs under programs covered by paragraphs (a) to (e).

Allied health programs are designed to maintain or restore the individual's physical, functional and communication abilities to perform daily tasks for themselves.

They include, but are not limited to:

- maintenance therapy, which is an ongoing program that helps a resident to manage everyday living activities and remain as independent as possible; and
- focused restorative care therapy, which is an intensive time-limited program designed to bring a resident's functionality back to a level where ongoing maintenance therapy can meet their needs.

Qualified health and/or allied health professionals are responsible for assessing the resident's needs for allied health services, and for making recommendations for the allied health services that a resident requires. They must discuss goals with the resident, and their supporters where the resident wishes to include them, and clearly explain the individual therapy and services required.

The required allied health services must be outlined in the care and services plan and delivered by qualified health and/or allied health professionals, acting within their scope of practice. Allied health programs should, where appropriate, use a multidisciplinary team.

Providers cannot charge the resident for the cost of providing the allied health services at the recommended frequency and service type. This includes the design, development and delivery of the program, including any transport/escort costs if parts of the program are delivered off-site.

In addition, the provider cannot charge the resident for the cost of any item that the appropriate health and/or allied health professional has assessed them as requiring to support their therapy program.

The exception is for intensive, long-term rehabilitation services required following serious illness or injury, surgery or trauma. The provider is still responsible for making arrangements for allied health professionals to visit the individual, or for the individual to visit an allied health professional to receive these services. However, the provider can pass on the cost of the appointments or any gap payments charged for the appointments, as well as transport and escort costs.

The provider is not required to fund allied health services beyond what is recommended under a resident's care and services plan and in addition to those on the service list.

Refer to Appendix A for more information on the role of health professionals and the definition of standard, non-standard and advanced products

Inclusions

The allied health, rehabilitation and therapeutic exercise therapy programs item **includes** but is not limited to:

- a health or allied health professional to assess the resident's care needs and design an appropriate therapy program
- creation, design, development and regular review of an individually tailored therapy program by an appropriate health or allied health professional
- delivery of therapy services by a health or allied health professional or provider staff as directed (including transport/escort costs where required).

Case study: care and services plan therapy coverage

Bruce

Bruce is a resident of Qualife Aged Care Home. The onsite occupational therapist and speech pathologist assess Bruce and recommend a restorative care program delivered by a physiotherapist using specialised therapy equipment that cannot be provided at the home.

Qualife organises the appointment, transportation and escort for Bruce to attend these off-site appointments. Bruce does not have to pay an additional fee for this.

Bruce is reviewed by the in-house occupational therapist and speech pathologist at the end of his program and deemed well enough to undertake a maintenance program that Qualife provides onsite to maintain regained function. Bruce is routinely reviewed by the occupational therapist and speech pathologist to ensure the program continues to meet Bruce's needs and strategies to manage Bruce's ongoing recovery are shared with the wider care team.

5.3 Medication management

Aged Care Rules - Item 8-155(3)

(a) implementation of a safe and efficient system to manage prescribing, procuring, dispensing, supplying, packaging, storing and administering of both prescription and over-the-counter medicines;
(b) administration and monitoring of the effects of medication (via all routes (including injections)), including supervision and physical assistance with taking both prescription and over-the-counter medication, under the delegation and clinical supervision of a registered nurse or other appropriate registered health practitioner;
(c) reviewing the appropriateness of medications as needed under the delegation and clinical supervision of a registered nurse, or other appropriate registered health practitioner;

but not including the cost of prescription and over the counter medications.

Providers must provide medication management services for residents.

Providers are responsible for assisting residents to take medication according to health professionals' instructions, including supplying necessary medical devices when needed.

A medicine packaging system must be in place to ensure medications are administered safely, accurately, and at appropriate times (see health.gov.au/resources/publications/guiding-principles-for-medication-management-in-residential-aged-care-facilities). Any costs associated with developing, implementing, or outsourcing this system cannot be charged to residents.

Providers must ensure prescriptions are filled. However, residents are responsible for paying for their prescribed medications, noting that the regular Pharmaceutical Benefit Scheme (PBS) subsidies and safety net provisions apply.

Residents are also responsible for paying for over-the-counter medicines recommended by a health professional but not requiring a prescription.

Providers may engage a specific pharmacist for the ordering and dispensing of medications and must not charge residents for this service.

Residents must not be restricted from having their medications supplied by a pharmacy of their choice. However, providers can charge for the additional costs associated with these arrangements. Providers must ensure they conduct medications management in line with relevant laws and regulations which differ between jurisdictions. These specify who can administer medicines under what conditions and this depends on several factors such as the type of medicine, how it is administered, the setting and training/procedures in place.

Providers must ensure they meet the requirements of the Quality Standards for the safe and quality use of medicines (Outcome 5.3).

Veterans

Veterans and war widow/ers with a Department of Veterans Affairs (DVA) Gold Card, White Card or Orange Card must only be charged their regular patient contributions under the Repatriation Pharmaceutical Benefits Scheme (RPBS).

The RPBS allows eligible veterans and war widow/ers access at a concessional rate, to items:

- listed for supply in the PBS which are available to the general community
- listed under the RPBS (including wound care products)
- not listed on either the PBS or RPBS Schedules, if clinically justified.

More information and assistance on medicines for DVA cardholders is available through:

- the Veterans' Affairs Pharmaceutical Advisory Centre (VAPAC) 24/7, which can be contacted on 1800 552 580
- the DVA website at dva.gov.au/RACproviders.

Inclusions

The medication management item **includes** but is not limited to:

- physical assistance with taking both prescription and over-the counter-medicines, and ordering and reordering both prescription and over-the-counter medicines
- a system for safe ordering, reordering, storage (e.g. webster packs) and administration of medicines in accordance with relevant legislation.

5.4 Nursing

Aged Care Rules - Item 8-155(4)

Services provided by or under the supervision of a registered nurse, including but not limited to the following:

(a) initial comprehensive clinical assessment for input to the care and services plan for the individual, carried out:
  (i) in line with the individual's needs, goals and preferences; and
  (ii) by a registered nurse; and
  (iii) if required, in consultation with other appropriate registered health practitioners, appropriate allied health professionals, or appropriate registered health practitioners and appropriate allied health professionals;

(b) ongoing regular comprehensive clinical assessment of the individual, including identifying and responding appropriately to change or deterioration in function, behaviour, condition or risk, carried out:
  (i) in line with the individual's needs, goals and preferences; and
  (ii) by a registered nurse, or an enrolled nurse under appropriate delegation by a registered nurse; and

(iii) if required, in consultation with other appropriate registered health practitioners, appropriate allied health professionals, or appropriate registered health practitioners and appropriate allied health professionals;

(c) all other nursing services, carried out:

(i) by a registered nurse, or an enrolled nurse under appropriate delegation by a registered nurse; and

(ii) if required, in consultation with other appropriate registered health practitioners, appropriate allied health professionals, or appropriate registered health practitioners and appropriate allied health professionals

Note 1: Examples of services include (but are not limited to) the following:

(a) ongoing monitoring and evaluation of the individual, and identification where care may need to be escalated or altered due to the changing health or needs of the individual;
(b) maintaining accurate, comprehensive, and up-to-date clinical documentation of the individual's care;
(c) assistance with, or provision of support for, personal hygiene, including oral health management and considerations for bariatric care needs;
(d) chronic disease management, including blood glucose monitoring;
(e) if the individual is living with cognitive decline—support and supervision of the individual;
(f) if the individual is living with mental health decline—support and supervision of the individual;
(g) establishment and supervision of a pain management plan, including the management and monitoring of chronic pain;
(h) medication management (as listed and described in item 3 of this table);
(i) insertion, maintenance, monitoring and removal of devices, including intravenous lines, naso-gastric tubes, catheters and negative pressure devices;
(j) if the individual has identified feeding and swallowing needs— support for the individual;
(k) skin assessment and the prevention and management of pressure injury wounds;
(l) establishment and supervision of a continence management plan;
(m) stoma care;
(n) wound management, including of complex and chronic wounds;
(o) provision of bandages, dressings, swabs, saline, drips, catheters, tubes and other medical items required as a part of nursing services;
(p) assistance with, and ongoing supervision of, breathing, including oxygen therapy, suctioning of airways and tracheostomy care;
(q) required support and observations for peritoneal dialysis treatment;
(r) assisting or supporting an individual to use appropriate healthcare technology in support of their care, including telehealth;
(s) risk management relating to infection prevention and control
(t) advance care planning, palliative care and end-of-life care.

Note 2: For requirements for care and services plans, see paragraph 148(e) of the Act and Subdivisions A and D of Division 3 of Part 4 of Chapter 4 of this instrument. For Aged Care Quality Standards for care and services plans, see subsections 15-20(1) to (3) of this instrument.

Residents must receive the nursing services they require to meet their care needs.

Under the quality standards, residents must receive person-centred, evidence-based, safe, effective, and coordinated clinical care services by registered health practitioners, allied health professionals, allied health assistants and competent aged care workers that meets their changing clinical needs and is in line with their goals and preferences.

The list of nursing services identified under this item is not exhaustive.

Providers are responsible for providing these services by or under the supervision of a registered nurse.

The provider cannot charge the resident for consumable items used in clinical care unless the resident or their family request a particular brand or type of consumable that is different from the appropriate item utilised by the provider

Care and services plan

This item includes the initial assessment and care planning required for the development of the care and services plan.

This plan should specify individual needs, goals, preferences, required clinical interventions, and necessary supports, including strategies to address key risks. In delivering funded aged care services, providers and their staff must draw on all relevant quality standards. Care must be tailored to the individual and their specific care needs and what is important to them as outlined in Standard 1.

In line with Standards 3 and 5, care and services plans must describe the current care needs, goals and preferences of individuals and include strategies for risk management and preventative care. The provider must ensure that care and services plans are regularly reviewed and are used by aged care workers to guide the delivery of funded aged care services.

This must be undertaken by a registered nurse, in consultation with other medical, health and allied health professionals with relevant expertise as required and with the resident and their supporter if required.

Ongoing care delivery

The ongoing management of the resident's care needs can be carried out by a registered nurse, enrolled nurse (acting under appropriate supervision) and/or other health or allied health professionals working within their scope of practice.

Providers must ensure timely provision of nursing services but can decide how best to deliver this care. This might include on-site services provided by their own staff or on-site services provided by non-staff. Off-site arrangements may be offered, with arrangements to be organised and funded by the provider. Emergency plans should also be in place.

Where a resident has been assessed by an appropriate health professional as requiring nursing services as defined under this item, the provider cannot charge the resident for the provision of these services.

Providers must fund all medical supplies necessary to deliver this care. Providers are also responsible for assisting residents to obtain individual-use devices (such as ventilators, CPAP machines and tracheostomy equipment) but may pass on associated costs. These devices must not be used by others.

Stoma care

Providers must establish and review a stoma care program where required and cannot charge for this service. Stoma products are provided free under the Stoma Appliance Scheme (health.gov.au/our-work/stoma-appliance-scheme), if the individual is a member of the relevant Stoma Association.

Oxygen therapy

Oxygen therapy—including short term, episodic, emergency and ongoing administration—must be provided at no charge. Where the resident requires oxygen on a continual basis, this must be provided regardless of whether they are on or off site.

Where a resident has an ongoing need for oxygen treatment, financial assistance may be available through the Oxygen Supplement, which is paid to the provider on behalf of the resident. Visit health.gov.au/topics/aged-care/providing-aged-care-services/funding-for-aged-care-service-providers/oxygen-supplement-for-aged-care for more information.

Palliative Care and Care Planning

In line with the Quality Standards, palliative and end-of-life care must also be provided. This includes ensuring appropriate pain and symptom management and providing all necessary equipment.

They should involve the appropriate medical staff, allied health professionals and any other community palliative care service in their area to provide specialist care.

For information on Residential aged care funding assessment pathways see health.gov.au/resources/publications/residential-aged-care-funding-assessment-pathways-fact-sheet?language=en

For information on palliative care education and training for the aged care workforce see health.gov.au/resources/publications/palliative-care-education-and-training-for-the-aged-care-workforce-communication-toolkit?language=en

For information on initiatives, programs, campaigns, reforms or reviews related to palliative care see health.gov.au/topics/palliative-care/related-work

Inclusions

The nursing item **includes** but is not limited to:

- assessment, planning, management, delivery and evaluation of nursing services according to the resident's clinical needs
- nursing services or nursing consultancy services
- provision of tubes, catheters, catheter drainage systems, bandages or dressings needed to provide nursing care
- administration of oxygen as needed.

5.5 Dementia and cognition management

Aged Care Rules - Item 8-155(5)

If the individual has dementia or other cognitive impairments:

(a) development of an individual therapy and support program designed and carried out to:
  (i) prevent or manage a particular condition or behaviour; and
  (ii) enhance the individual's quality of life; and
  (iii) enhance care for the individual; and
(b) ongoing support (including specific encouragement) to motivate or enable the individual to take part in general activities of the residential care home (if appropriate).

This item covers care and services for residents with dementia or other cognitive impairments. Noting that residents are also eligible for other services listed in the service list, such as allied health and therapeutic exercise therapy programs outlined in section 5.2.

Quality dementia and cognitive care is core business within all residential care homes. Staff are required to engage with residents experiencing cognitive impairment in a manner that reflects each individual's condition, upholds their rights, meets their needs, goals and preferences and optimises their quality of life.

Dementia and cognitive care have multiple areas of documented focus within the quality standards.

Therapy services for people with cognitive impairment should be developed by, or in consultation with, an appropriate health, medical and/or allied health professional, and must be delivered in line with those instructions.

In addition to facilitating participation in general social activities, providers must design and implement specific programs that address the unique needs and abilities of individuals with cognitive impairment.

The service list does not prescribe particular activities or programs for supporting residents with cognitive impairment, allowing flexibility. However, providers should actively consult with residents and their supporters to respect individual will and preferences.

Tailored programs and strategies recommended by health professionals and specialist support services may be required to support daily living for certain residents and should be part of their care and services planning and review process.

Providers can seek specialised advice on delivering effective care and services to residents with behavioural and psychological symptoms of dementia from Dementia Support Australia on 1800 699 799 or at dementia.com.au. Information on dementia education and training for providers and staff can be obtained from Dementia Training Australia on 1300 229 092 or at dta.com.au.

Inclusions

The dementia and cognition management item **includes** but is not limited to:

- developing and delivering programs that meet the resident's needs, to help manage behavioural and psychological symptoms of dementia and/or other cognitive conditions, and to enhance the quality of life and care for the resident.

Case study: Dementia care and support

Sarah is a resident of Qualife Aged Care Home and lives with Dementia. An occupational therapy assessment is conducted after staff at the residence notice Sarah having difficulty with wayfinding, diminishing engagement and increasing episodes of frustration and distress particularly after activities have concluded and before dinner is served. The assessment considers Sarah's current functional performance, cognitive function and sensory needs. Sarah's life story and interests are also considered as part of the broader assessment. The assessment findings inform Sarah's care plan and behaviour support plan.

The strategies identified include increased signage and markers to support improved wayfinding, introduction of tailored tasks to support purposeful engagement and delivery of evidence based cognitive stimulation therapy sessions run by the allied health assistants under the direction of the occupational therapist. After three weeks care staff report reduced incidences of disorientation, confusion or distress and improved engagement across the range of activities available at the facility.

5.6 General access to medical services

Aged Care Rules - Item 8-155(6):

(a) making arrangements for registered health practitioners to visit the individual for any necessary registered health practitioner appointments (but not the cost of the appointments or any gap payments charged for the appointments);
(b) making arrangements for the individual to attend any necessary registered health practitioner appointments (but not the cost of the appointments or any gap payments charged for the appointments, or transport or escort costs);
(c) if required, making arrangements for allied health professionals to visit the individual, or for the individual to visit an allied health professional, for any services or appointments mentioned in paragraph (f) of item 2 of this table (but not the cost of the appointments or any gap payments charged for the appointments, or transport or escort costs);
(d) if required, provision of audio-visual equipment for use with telehealth appointments;
(e) arranging for an ambulance in emergency situations.

This item relates to general access to medical services required by residents (including general practitioners, dentists, and medical specialists) to meet their individual care needs.

Providers are responsible for ensuring access to necessary medical services for all residents. The provider must assist with scheduling appointments where requested, or residents or their supporters may arrange these independently. Residents retain the right to select health professionals of their choice.

The provider maintains a duty of care to ensure residents receive necessary medical attention and should make all reasonable attempts to ensure the resident attends their appointment.

If a resident is reluctant to attend an appointment, the provider should engage in discussion with the resident and their supporters to address any concerns. The involvement of health professionals should be considered to explore alternative solutions that may better align with the resident's preferences.

When services cannot be delivered within the residential care home, the provider is obligated to make arrangements for transport and, if needed, an escort. The aged care home should provide information on the most appropriate local options for this service should someone want to book the transport themselves.

Residents must not be charged for the administrative aspect of making appointments or arrangements. However, they may be responsible for the cost of the medical service itself. If appointments occur offsite, associated transport or escort expenses may be passed to the resident.

Standard Medicare Benefits Schedule (MBS) provisions apply to eligible medical services, with residents liable for any required co-payments.

Allied Health

As outlined in Section 5.2 (Allied health, rehabilitation and therapeutic exercise therapy programs), providers cannot charge the resident for the cost of providing allied health services at the recommended frequency and service type. The exception is for intensive, long-term rehabilitation services required following serious illness or injury, surgery or trauma. In these instances, the provider is responsible for making arrangements for allied health professionals to visit the individual, or for the individual to visit an allied health professional. However, they can pass on the cost of the appointments or any gap payments charged for the appointments, as well as transport and escort costs.

Veterans

Veterans and war widow/ers can use their Veteran Gold Card to pay for all medical appointments. Veteran White Card Holders can use their card to pay for appointments related to their DVA accepted condition.

DVA cardholders, and their travel attendant, may be eligible to access funded transport to and from medical treatment. Travel assistance varies depending on the client's eligibility and if the medical treatment is approved by DVA. A travel attendant (usually the client's partner, family member or friend) must be responsible, competent and physically able to assist the client to travel for treatment. They do not need any medical qualifications or training.

DVA cannot pay the salary or cost for a healthcare worker or qualified nurse to assist the client to travel for treatment. More information about travel for treatment arrangements can be found on the DVA website at dva.gov.au/providers/provider-programs/travel-treatment

Inclusions

The general access to medical services item **includes** but is not limited to:

- making appointments with appropriate health professionals, to meet the medical needs of the resident
- making any arrangements for transport and/or escort to and from any medical appointments that are unable to be
- provided at the residential care home.

Chapter Three

Higher Everyday Living Fees

6. HELF overview

6.1 Services

The higher everyday living fee (HELF) is an optional additional fee for individuals who choose to receive a higher level of services in permanent or respite residential aged care.

A HELF can be charged for services that are of a higher standard than those on the service list or not already required or listed on the service list (other than those on the accommodation part of the service list).

It is not mandatory for providers to offer HELF services.

These requirements are prescribed by the *Aged Care Act 2024* (the Act) and the *Aged Care Rules 2025* (the Rules).

Services must be delivered in accordance with the the Statement of Rights (agedcarequality.gov.au/older-australians/reform-changes-older-people/statement-rights).

It is also a legislative requirement for providers to deliver funded aged care services that meet the Aged Care Quality Standards (Quality Standards).

Funded aged care services from the service list must independently fulfill the requirements of the Quality Standards. While Higher Everyday Living Fee (HELF) services can enhance standard offerings, they cannot be counted toward meeting these standards.

For example, the following outcomes under Standard 1 (the individual) must be met in the absence of HELF services:

1.3 Choice, Independence, and Quality of Life:

- The provider must support individuals to exercise choice and make decisions about their funded aged care services and provide them with support to exercise choice and make decisions when they want or need it.
- The provider must provide individuals with timely, accurate, tailored and sufficient information about their funded aged care services, in a way they understand.
- The provider must support individuals to exercise dignity of risk to achieve their goals and maintain independence and quality of life.

Further information on the requirements of the Quality Standards, including detailed guidance to help providers, workers and governing body members understand and meet the Quality Standards is available on the Aged Care Quality and Safety Commission's (the Commission) website.

A HELF cannot be charged where the provider is delivering services under a specialist aged care program.

6.2 Standing and ad hoc HELF agreements

There are 2 types of HELF agreements.

Standing HELF agreements encompass the services that are planned and agreed in advance. They can include ongoing services, fixed term services or one-off services. A standing HELF agreement must be in writing.

Ad-hoc HELF agreements are restricted to situations where an individual requests a single service which hasn't been planned or agreed in advance. They can only be entered into immediately before, or at the time, a service is to be delivered. These agreements can be made verbally, however, providers may wish to keep records for transparency and traceability. Ad-hoc agreements cover impromptu purchases such as a coffee at an onsite café. Providers are encouraged to offer HELF services under a standing HELF agreement where possible.

6.3 Consumer protections

A HELF must not be agreed or charged before an individual has entered care, and it cannot be used as a condition of entry or to secure a room.

A person must have a service agreement in place before they may be asked to consider a HELF.

A HELF agreement must be in place before any fees are charged or services are delivered. The agreement must outline the cost of each higher or additional service to be delivered, the standards and frequency at which they will be delivered, and how they will be charged.

Individuals must not be asked to pay for a service that they cannot use. This does not prevent a bundle from including a service an individual cannot use, but they must not be financially worse off than if they paid only for the services they can use.

There is a 28-day cooling off period after entering into a standing HELF agreement. Within this period, a resident can cancel or vary their higher everyday living services without a cancellation fee. The provider needs to be notified of this, but there is no minimum notice period.

After the initial 28-day cooling off period:

- if the individual chooses not to use the service, or is no longer able to use the service, it can be cancelled or varied with 28 days' notice
- if the individual initiates cancellation, the provider can pass on expenses incurred beyond the 28-day period to the individual if they are unavoidable (for example, subscription fees), but for no more than 90 days. Providers must be able to demonstrate the unavoidable expenses incurred and cannot pass on an amount greater than they have incurred
- if the provider can no longer deliver the service, or deliver the service to the specified standard, it must be cancelled or varied immediately.

The provider must acknowledge receipt of the individual's request to vary or cancel a service, including the date of effect.

The HELF agreement must be reviewed at least once a year to ensure the individual still wants and is able to use the services.

Once higher everyday living services and charges have been agreed, that agreed amount can only be increased annually by indexation.

6.4 Bundling

A bundle refers to a combination of services that are provided together and charged as a group.

Standing HELF services can be offered in bundles, which can benefit providers through operational efficiencies and may result in lower or discounted costs for residents.

It is permissible to offer a bundle that includes a service the individual cannot use. However, individuals are not required to accept a bundle and there are additional requirements that must be met.

All services included in a bundle must be available for purchase individually.

For more information about bundling go to section 10 of this manual.

6.5 Additional and extra service fees

The HELF is replacing additional service fees and extra service fees.

Existing arrangements may continue until 31 October 2026 for people who agreed to these fees prior to 1 November 2025.

No new extra or additional service fee arrangements can be entered from 1 November 2025.

Providers should not unreasonably refuse an individual's request to exit an extra or additional service fee arrangement prior to 1 November 2026.

All additional and extra service fee agreements that remain on 1 November 2026 will cease. Residents who wish to continue receiving additional or extra services will be required to enter into a HELF agreement.

For more information about additional and extra service fees go to section 17 of this manual.

7. HELF services

7.1 Services in Scope

Providers are required to meet the care needs of their residents in accordance with the Residential Care Service List (service list). The service list outlines the care and services that providers are required to provide (refer to sections 1-5 of this guide).

It is not mandatory for providers to offer HELF services. However, if they choose to, providers can charge a HELF for services that are:

- of a higher standard than those included on the service list (referred to as **enhanced services**), or
- not included on the service list (referred to as **supplementary services**).

Providers can charge a HELF for supplementary services that are excluded from the service list, as long as those services are incidental to, or capable of enhancing the standard of, a service that is included on the service list.

For example, hairdressing is expressly excluded from the service list. However, it can be included as part of a HELF agreement because it is incidental to the provision of personal care assistance and can enhance the quality of an individual's personal care.

HELF services must be aligned to the most recent version of the service list[1], and HELF agreements must be updated to accommodate relevant changes to the service list. For example, providers can charge for Wi-Fi usage as per the 2025 version of the service list. However, if Wi-Fi usage was added to the service list at a later stage, the provider would have to remove these charges from HELF agreements, including those that had been entered into before the service list was updated.

Private Arrangements

Situations where residents directly pay external service providers to deliver non-funded aged services (i.e. those not on the service list) would not be in scope for a HELF.

These would be treated as private commercial arrangements.

For example, if a hairdresser attends the aged care home and the residents pays them directly, this remains a private arrangement rather than a HELF service.

[1] As outlined in the Aged Care Rules

Case study: HELF services

Qualife Aged Care Home provides a standard toiletry service to all residents, as required by the service list. This standard offering is clearly communicated to residents.

In response to resident requests, Qualife decides to introduce a HELF service that includes luxury toiletries. They specify the premium products that will be included in this upgraded service and set a price of $3 per day. The HELF service includes ongoing access to the luxury products, as opposed to a single unit cost for each item.

Residents can choose whether they wish to pay $3 per day to access the service. If they decide they want to receive this service, they will need to enter into a HELF agreement with Qualife.

Those who prefer the standard toiletry service will continue to receive it at no additional cost, or they can opt to purchase their own toiletries.

7.2 Accommodation

A HELF cannot be charged for services for or in connection with the 'residential accommodation' service type on the service list (refer to section 2).

This is to ensure that an individual is only changed once for the same service, noting that the room price as set through a resident's accommodation agreement is the most appropriate channel for funding accommodation costs.

7.3 Resident circumstances

Providers should consider how the implementation of HELF will impact residents who were in care prior to 1 November 2025 (existing residents) and the services that they previously accessed.

Existing residents – without an additional or extra service agreement

It is expected that if an existing resident was provided with access to a service without an extra or additional service fee prior to the introduction of HELF, it would be unreasonable to require the resident to pay a HELF for continued access to that service (as long as the service continues to be offered within the home).

In these circumstances the provider should consider both the individual's specific circumstances and the terms of the agreement with the individual.

Case study

Brian has lived at Qualife Aged Care Home since 2023. Before moving in, he toured the facility and selected a room that included an in-room television. Based on these

offerings, Brian agreed to enter care and has occupied the same room ever since. At no stage has he been charged an additional or extra service fee for the in-room television.

Qualife now plans to introduce a HELF for access to in-room televisions. While such charges can be included in a HELF agreement for new residents, Qualife do not charge Brian for this service.

Existing residents – with an extra or additional services agreement

Existing residents who are paying extra or additional service fees for a particular service can be asked to continue to pay for that service via a HELF.

The service price may change, and the provider or resident may choose to discontinue the existing service.

Case study

Bronwyn has lived at Highlife Aged Care Home since 2023. When she entered care, she agreed to pay for an additional services package that included an in-room television, newspapers, extra meal choices, and outings.

From 1 November 2025 Highlife Aged Care Home informed residents that these services remain available under an optional HELF, but at a slightly higher price. Bronwyn chose to keep only in-room television.

Since she was already paying for this service and it remains additional to the service list requirements, a HELF can be charged.

New residents

Residents who enter care from 1 November 2025 onwards can be asked to pay for additional services via a HELF, regardless of whether existing residents received that service at no cost.

Case study

Marcel entered Qualife Aged Care Home in December 2025. Before moving in, he toured the facility and chose a room that included an in-room television. He was informed that access to the in-room television would only be available through the payment of a HELF.

As a new resident, Marcel can be charged for this HELF service since it is additional to the requirements under the service list.

8. Providing information on HELF

8.1 When to provide information

It is recommended that providers publicly advertise their HELF offerings and share relevant information with prospective residents.

This helps individuals compare providers and make informed decisions. However, it is important to be aware that agreement on a HELF cannot be offered or entered into until after the individual has entered care.

8.2 What information to provide

Providers must provide a list of all HELF services that they choose to offer.

For enhanced services, the provider must indicate the standard service that would be offered in the absence of a HELF, and how the HELF service is of a higher standard.

For supplementary services, the provider must indicate which funded aged care service it will be delivered in connection with.

For ad-hoc services, the provider must also inform the resident:

- what they will be charged
- that the charge will be incurred at the time the service is delivered; and
- that they will not be charged if they choose not to, or are unable to, have the service delivered.

8.3 Information about bundling services

If a provider offers bundled HELF services, they must provide information on both

- the cost of each service if purchased on its own
- the cost of each service if purchased as a bundle.

The individual must be informed that they do not have to accept the bundle, and that they can choose to purchase any service separately. Residents should be made aware that in those circumstances the service would be provided at the individual service cost, not the bundle cost.

For more information about bundling go to section 10 of this manual.

8.4 How to provide information

Providers can choose how best to share information.

Possible methods could include listing HELF services on their website or including details in introductory materials such as brochures or welcome packs.

9. HELF agreements

9.1 When to enter into an agreement

A HELF agreement cannot be offered or agreed to before an individual enters care.

A HELF agreement must be in place before any HELF fees are charged.

They must be expressed in plain language and be easily understood by the individual, their carer or registered supporter.

Agreements are essential to ensure clarity around the services being delivered and the costs involved.

The provider must be able to demonstrate that the HELF agreement has been 'entered into' with the individual.

It is expected that standing HELF agreements would be signed, however, in circumstances where this is not possible the agreement of the individual or their representative would need to be documented in line with a provider's record keeping responsibilities.

9.2 Standalone agreement required

A HELF agreement must be a standalone document and cannot be included as part of a service or accommodation agreement. See health.gov.au/our-work/residential-aged-care/managing/resident-agreements and health.gov.au/our-work/residential-aged-care/managing/accommodation-agreements for more information about resident and accommodation agreements.

It can only be entered into after a service agreement is in place.

These restrictions limit the ability for providers to use HELF as a condition of entry, for example limiting room choices if individuals don't agree to certain HELF services.

9.3 Standing and ad-hoc HELF agreements

There are 2 types of HELF agreements.

- **Standing** HELF agreements encompass the services that are planned and agreed in writing, in advance.

  They can include ongoing services (such as Wi-Fi usage), fixed term services (such as 12 weeks of yoga classes) or one-off single services (such as a haircut).

  A standing HELF agreement must be in writing.

- **Ad-hoc** HELF agreements are restricted to situations where an individual requests a single service which hasn't been planned or agreed in advance.

  They can only be entered into immediately before, or at the time, a service is to be delivered.

  These agreements can be made verbally, however providers may wish to keep records for transparency and traceability. Ad-hoc agreements cover impromptu purchases such as a coffee at an onsite café.

Providers are encouraged to offer HELF services under a standing HELF agreement where possible, including when there is a recognisable pattern of ad-hoc service usage.

A service cannot be provided to an individual under multiple agreements. This means that if an individual has agreed to a service under a standing agreement, they cannot receive it as an ad-hoc service.

9.4 What to include in a standing HELF agreement

Standing HELF agreements must at a minimum include:

- details of the service to be provided
  - for enhanced services this includes the standard service that would be offered in the absence of a HELF, and how the HELF service is of a higher standard
  - for supplementary services this includes identification of the funded service it will be delivered in connection with
- the agreed amount for the service
- the frequency of the service
- the term of the service – for fixed term services
- indexation arrangements
- confirmation of any circumstances in which fees will not be charged
- any unavoidable service costs that may apply
- bundling arrangements
- provision for an annual review
- the term of agreement (for respite care)
- provision for variation or termination of the agreement, including notice periods
- leave arrangements
- refund arrangements

Ad-hoc agreements have slightly different requirements, which are outlined in section 11.

9.5 Third parties

A HELF agreement must be between the individual and the provider. However, there may be circumstances where the individual is unable, or unwilling to pay the amount required for the HELF.

In these instances, a third party, such as a member of the individual's family, may agree to pay for the HELF service on the individual's behalf.

The HELF agreement would still need to be between the individual and the provider, but the agreement should outline who will be responsible for the payment of the fees and how the billing for those fees will be directed to the third party.

All the relevant payment terms and conditions for the third party would need to be reflected in the HELF agreement, including making it clear what happens if the third party is no longer able to meet their agreed responsibility for payment.

The invoice would be sent directly to the third party for payment, and in the event of unpaid fees, the provider would be required to seek payment from the third party, not the individual in care. The third party should be liable to pay for all expenses that they have agreed to. The provider can cancel the service if the third party stops making the required payments.

These arrangements should be reviewed and reconfirmed at every annual review in conjunction with both the individual and the third party.

Case study: third parties

Mary

Mary is a new resident at Qualife Aged Care Home and is interested in the luxury toiletry service offered under a HELF.

Mary is unable to cover the cost herself. While she could opt for the standard toiletry service at no cost, her daughter agrees to pay the HELF on Mary's behalf.

Mary enters a standing HELF agreement with Qualife, which specifies that her daughter will be responsible for the payment of the luxury toiletry package. Her daughter is included in the HELF agreement and agrees to be liable for these charges

Invoices will be sent directly to Mary's daughter.

Under this agreement, Qualife will not charge Mary directly under any circumstances, unless the agreement is amended by mutual consent.

Mary retains the right to cancel the service at any time, in accordance with the terms outlined in the agreement.

10. HELF bundling

10.1 What is a bundle

A bundle refers to a combination of services that are provided together and charged as a group.

Standing HELF services can be charged as a bundle. This can benefit providers through operational efficiencies and may result in lower or discounted costs for residents.

It is permissible to offer a bundle that includes a service the individual cannot use. However, individuals are not required to accept a bundle and there are additional requirements that must be met.

Bundling is not supported under ad-hoc HELF agreements.

10.2 What information to provide first

If a provider offers bundled HELF services, they must provide information to the individual on:

- the cost of each service if purchased on its own
- the cost of each service if purchased as a bundle.

The individual must be informed that they don’t have to accept the bundle.

10.3 Restrictions

Where an individual is unable to use a service, they must not be financially disadvantaged by choosing a bundle. The total charge for the bundle cannot exceed the sum of the standalone services that the person is able to use.

All services included in a bundle must also be available for purchase separately. However, this would not apply if it would be entirely impractical. For example, it may be impractical for a resident to receive a streaming service without access to Wi-Fi through which to use it.

In addition, some services include multiple components but would not be considered a bundle and would not have to be separated. For example, a provider may offer an ongoing meal service that includes enhanced options for the nightly meal. This would not be considered a bundle, so there is no obligation for the provider to offer each component separately i.e. they would not need to offer an enhanced meal selection as a separate service each night.

10.4 What to include in the agreement

The HELF agreement must include all of the information listed in section 9.4.

If offering a bundle, the agreement must also include:

- an itemised list of each service in the bundle as well as
    - the price of each service if purchased as a bundle
    - the undiscounted price of each service
- the agreed total amount for the bundle.

In practice a provider may include a declaration that:

- the cost of the bundle does not exceed the sum of the undiscounted selling price of each service in the bundle
- that each service included in the bundle is available to be purchased individually.

Case study: bundling

Sanjay

Qualife Aged Care Home offer the 'Q-life' bundle as listed in the following table. This approach simplifies the administrative arrangements for Qualife and means they have a clearer idea of their overall costs and supply needs.

HELF service	Undiscounted price per day	Bundled price per day
Luxury toiletries	$3.00	$2.00
Internet/Wi-Fi & TV streaming	$7.00	$5.00
Premium meal choices	$10.00	$7.00
Alcohol selections with the evening meal	$5.00	$3.00
Total cost	**$25.00**	**$17.00**

Sanjay moves into Qualife and reviews the HELF services. He decides he would like to access to the Wi-Fi and TV streaming subscription, premium meal choices and alcohol selections with his evening meals. He doesn't want luxury toiletries.

The total cost of the services Sanjay wants individually would be $22 per day, but he realises that the 'Qlife' bundle is available for $17 per day. Although he won't use all of the services included in the bundle, he chooses to proceed with it, recognising that he is not financially disadvantaged.

11. HELF pricing

11.1 Setting HELF prices

Providers have full autonomy to set the price for HELF services. They do not have to seek approval from the Government or the Independent Health and Aged Care Pricing Authority.

However, once a resident has entered into a HELF agreement, the price for those services for that individual can only be increased through annual indexation.

This does not prevent providers from increasing the advertised price of HELF services for new residents.

11.2 HELF and financial hardship

Aged care residents who are facing financial hardship or cannot pay their aged care fees and charges because of circumstances beyond their control, may apply for a hardship supplement.

If hardship is approved, then the government will provide this supplement to the registered provider to pay for some or all the resident's fees and charges.

In determining a resident's eligibility for the supplement, the government will take into account the resident's financial circumstances, including current assets, income and essential expenses.

Essential expenses include things like resident fees and medical and pharmaceutical expenses. They do not include amounts paid for additional care and services, such as HELF.

Providers can continue to offer HELF services to resident's receiving the hardship supplement, but the resident is under no obligation to continue to pay for these services. If they are unable to meet the costs, they can cancel the services in line with the normal policy by giving the provider 28 days' notice.

11.3 Annual indexation

Prices within a HELF agreement may be increased on 1 July each year.

This must be based on the All Groups Consumer Price Index (CPI)—the weighted average of the eight capital cities—published by the Australian Bureau of Statistics - CPI Details. See abs.gov.au/statistics/economy/price-indexes-and-inflation/consumer-price-index-australia/latest-release

To calculate the indexed HELF price, providers must:

- identify the most recent March Quarter Index Number;
- divide it by the highest March Quarter Index Number since March 2025; and
- multiply this figure by the current HELF price as of 1 July of the indexation year.

The result becomes the new agreed HELF amount on the indexation day. The amount is rounded to the nearest whole dollar.

In cases where an individual has agreed to a bundling arrangement, indexation applies to the individual discounted price of each service included in the bundle, rather than the total bundle amount.

11.4 Notifying individuals of indexed prices

Individuals with a HELF agreement must be advised of any new indexed HELF amounts as soon as practicable.

In practice, providers should calculate the updated amounts promptly to ensure timely notification to all residents with HELF agreements. This should occur before the change takes place on 1 July.

12. HELF variation and termination

12.1 Varying or terminating a HELF agreement

Individuals can adjust their services as their preferences and circumstances change.

Variation and termination only apply to standing HELF agreements. This is because ad-hoc agreements are one-off and don't create any ongoing commitment.

12.2 Cooling off periods

Individuals have a 28-day cooling off period after entering a standing HELF agreement.

This gives them time to reflect on the services they've agreed to and decide whether they wish to continue receiving them. This is particularly important for new residents as they adjust to life in a residential care home.

During the cooling-off period, the standing HELF agreement can be cancelled, and/or services can be varied for any reason, without any termination fees. Individuals simply need to notify the provider of their decision and there is no minimum notice period required.

Individuals would still be liable to pay for HELF services that were delivered during the cooling off period, up until the point they were cancelled or varied.

Case study: cooling off period

Tom

Tom entered a standing HELF agreement with Qualife Aged Care Home shortly after he entered care. Under this agreement, he agreed to pay $11 per day for guaranteed access to pilates classes. Access to the classes commenced immediately after the agreement was signed.

However, 21 days after entering the HELF agreement, Tom suffered a hip fracture and notified Qualife of his intention to cancel the HELF. As this cancellation occurred within the 28-day cooling-off period, the agreement was terminated immediately, and no further fees were charged.

Tom remained liable for the 21 days during which the standing HELF agreement was active, and services were available.

12.3 Individual initiated variation and cancellation after the cooling off period

After the 28-day cooling-off period, an individual may choose to vary or cancel a standing HELF agreement for any reason. This could be because they no longer wish to receive the service or are no longer able to use it.

Whilst the agreement can be cancelled in totality, variations are limited to the addition of a service, the removal of a service, the revision to the frequency of a service, or to reflect changes to third party payment arrangements. Other aspects of the agreement, such as payment terms cannot be changed in these scenarios.

The price of the service must also stay the same unless the frequency is varied. Noting that the price can only be increased once per year in line with the indexation requirements (see section 11).

To vary or cancel the agreement the individual must give the provider at least 28 days' notice, preferably in writing. However, the individual and provider may jointly agree to a shorter notice period.

Providers must not charge a termination fee, but they may continue to charge for the service during the notice period.

12.4 Unavoidable service costs

If an agreement is varied or terminated by the individual, the provider may recover unavoidable service costs incurred beyond the notice period.

The unavoidable service cost must be outlined in the HELF agreement.

Unavoidable service costs are limited to those that:

- relate to a service that would have been delivered to the individual under the agreement, had the agreement not been varied or terminated; and
- the registered provider is required to pay to a third party.

Most examples of unavoidable service costs would relate to an external party that has been contracted to deliver a service to a resident on a regular basis, for a set period. For example, a yoga teacher or art teacher who is contracted to run a weekly class for 12 weeks for a group of residents. The cost of the classes would still need to be met by the provider over the entire schedule of classes, even if a resident decides to cancel it. This is similar to a non-residential care setting, whereby the person would be liable for the cost of the entire term of classes.

Unavoidable service costs can only be recovered by a registered provider for a maximum of 90 days from the end of the notice period.

Providers must be able to justify these expenses and cannot charge more than what was actually incurred.

Unavoidable service costs cannot be charged when the agreement is varied or cancelled in the cooling off period, during the annual review or when a provider can no longer deliver a service.

12.5 Provider initiated variation and cancellation after the cooling off period

A provider may vary or cancel a service if they can no longer deliver the service at the specified standard. This must be done immediately with no fee for the termination.

If the service is cancelled, no further charges should be passed to the individual.

In some cases, an individual may agree to a substitute service, or to receive the service at a different standard or frequency. In these situations, the standing HELF agreement must be revised immediately to reflect the change.

A provider may also vary or cancel a service for another reason (for example because the provider has decided to cease offering a particular HELF service). In these instances, a 28-day notice period applies. The same conditions as an individual-initiated variation or cancellation would apply, except that the provider would be unable to pass on any expenses incurred beyond the 28-day period.

Case study - Provider initiated variation

Edna

Edna entered Qualife Aged Care Home and signed a standing HELF agreement that included a $11 daily fee for guaranteed access to pilates classes and a $5 daily fee for a selection of alcoholic beverages served with the evening meal.

Six months into Edna's stay, Qualife's pilates instructor resigned unexpectedly, and despite their best efforts, the facility was unable to find a suitable replacement. As a result, Qualife cancelled the Pilates service and immediately stopped charging Edna the $11 daily fee, with no further costs passed on.

Around the same time, Qualife decided to discontinue the alcohol service, issuing a 28-day notice to all affected residents, including Edna. During this notice period, the alcohol service continued as usual, and Edna was charged as per her agreement. After the 28 days, both the alcohol service and its associated fee ceased. Although Qualife incurred some unavoidable expenses related to the alcohol service after the notice period ended, they did not pass these costs on to Edna, or any other resident with a HELF agreement, as the cancellation was initiated by them as the provider.

12.6 Acknowledgement

A provider must notify the individual of a variation or cancellation and/or acknowledge receipt of the individual's request for a variation or cancellation in writing within 14 days.

The written notice should:

- acknowledge the variation and if initiated by the provider, the reason for the change
- specify each of the changes being made to the agreement
- outline any unavoidable costs the individual is required to pay
- specify any remaining refund due to the individual.

12.7 Summary of provisions for variation of cancellation of the HELF agreement

	First 28 days (cooling off period)	Day 29 onwards – resident initiated	Day 29 onwards – provider initiated	Annual review	Annual indexation
Notice period (days)	0	28	28	0	0
Terminate agreement	Yes	Yes[1]	Yes[2]	Yes	N/A
Vary agreement terms[3]	No	No	No	Yes	N/A
Vary, cancel or swap services and frequency	Yes	Yes[1]	Yes[2]	Yes	N/A
Increase service prices	No	No	No	No	Yes
Charge for unavoidable costs	No	Yes	No	No	N/A
Required to notify of change	Yes	Yes	Yes	Yes	Yes

[1] At the end of the notice period

[2] At the end of the notice period, unless the provider can no longer deliver the service at the agreed standard (at which point it must be done immediately)

[3] That is, the operational aspects of the agreement such as payment terms, billing arrangements, provisions for refunds etc

13. HELF leave and refunds

13.1 Leave

A standing HELF agreement must be suspended if the individual has been in hospital for more than 30 days (meaning they are on extended hospital leave).

Suspension for other types of leave, such as social leave or emergency leave, would require mutual agreement between the individual and provider and should, where possible, be reflected in the HELF agreement.

13.2 When to refund

If a standing HELF agreement is varied or terminated the provider must refund any amounts that have been prepaid.

This must happen within 14 days after the termination or variation takes effect.

In circumstances where the individual has initiated the request to vary or cancel the agreement the provider is also able to recover any unavoidable service costs (see section 12).

These amounts must be considered when determining any refund due to the individual and can be deducted from the refund amount.

13.3 Exiting care

A provider cannot charge a HELF for any day after an individual exits care or passes away.

Any amount paid in advance must also be refunded.

If the individual has died, the provider has 14 days to be shown a probate of the will, or letters of administration. They must then refund the money to the individual's estate within 14 days of being shown one of those documents.

If those documents aren't available within 14 days after the individual has died, the provider can refund the money to someone else if they're reasonably sure it's appropriate, based on other evidence, within 14 days of seeing that evidence.

If the individual hasn't died but has exited care, the provider must refund the money directly to the individual within 14 days.

14. HELF annual reviews

14.1 When HELF agreements should be reviewed

A standing HELF agreement must be reviewed annually.

This review provides an opportunity for both the individual and provider to reconsider the entire agreement and make any necessary changes. These changes may include varying, adding, or removing services.

14.2 What should be reviewed

As part of the review, the following aspects should be addressed:

- the ongoing price for each service, noting that prices can only be increased through indexation after 1 July each year
- the details and standards of the services being provided
- the frequency of each service
- any need to substitute, vary, or remove services
- any concerns about service delivery or usage
- the billing arrangements
- any applicable refund conditions.

Providers are required to keep a record confirming that the review has taken place, along with details of the agreed outcomes, including any changes to the services to be delivered.

15. HELF ad-hoc transactions

15.1 Ad-hoc Services

There are circumstances where individuals may want to purchase services that they have not previously agreed to via a standing HELF agreement.

For example, they may wish to buy a coffee at an on-site café, or they may see an art class about to start that they wish to join.

Such services can be facilitated through an ad-hoc HELF agreement.

15.2 Ad-hoc HELF agreements

Ad-hoc agreements differ from standing agreements in that they relate to a specific transaction for delivery of a single service at a single point in time.

Ad-hoc HELF agreements need not be in writing, but providers may wish to keep records of verbal agreements and purchases. This may assist if a dispute on the purchase occurs at a later date.

An ad-hoc HELF agreement can only be entered into immediately before, or at the time, the service is to be delivered.

Ad-hoc agreements, whether written or verbal, must still include all the following elements

- details of the service to be provided
    - for enhanced services this includes the standard service that would be offered in the absence of a HELF, and how the HELF service is of a higher standard
    - for supplementary services this includes identification of the funded service it will be delivered in connection with
- the agreed amount for the service
- that indexation may apply (unlikely, but if applicable)
- confirmation that bundling is not allowed
- confirmation that the agreement is terminated when the service has been delivered and the individual has paid the agreed amount for the service.

In practice this information may be provided in a range of ways, such as by listing the available ad-hoc services and costs in a prominent location so individuals can be referred to the details before the transaction.

15.3 Individuals must still agree to the service

People must agree to the ad-hoc service before receiving it.

In effect the agreement constitutes the offer of the service by the provider and the acceptance by the individual.

The agreement is terminated once the service is delivered, and the payment is made by the individual.

Payment may be made at the point of sale, or through a bill to be paid at a later date.

15.4 Ad-hoc services cannot be charged for a standing HELF service

Providers cannot offer an ad-hoc service to an individual if they have already agreed to that service in a standing HELF agreement. They can however offer an ad-hoc service if it is different to the standing services that have been agreed.

For example, if a resident has agreed to receive an art class every Tuesday through a standing agreement, the provider is unable to also charge them an ad-hoc HELF for the Tuesday art class. They could, however, be charged an ad-hoc HELF for a different class that the resident wished to join on a different day.

15.5 Obligations

The individual is under no obligation to use the offered ad-hoc services and cannot be charged if they decide not to use the service or are unable to do so.

Anything where pre-paid billing is required should be outlined and agreed in a standing HELF agreement for the protection of the older person.

As ad-hoc HELF services involve a single service, they cannot be included in a bundle.

Case Study – Ad-hoc service

Sanjay

Sanjay is a resident of Qualife Aged Care Home and receives the ‘Qlife’ bundle of services which includes luxury toiletries, a Wi-Fi and TV streaming subscription, premium meal choices and alcohol selections with his evening meals.

Sanjay hasn’t agreed to a hairdressing and barber service as part of his standing HELF agreement but noticed that Qualife was providing haircuts to other residents.

They explain that haircuts are not part of his standing HELF agreement, but that he can receive the service under an ad-hoc HELF agreement. They show him an information card that contains details of the service, including a price of $30. He agrees to this and pays for the haircut after receiving it. He is clear that he has no further commitment to receive this service again, and that it won't impact his existing HELF bundle.

Barbara

Barbara is also a resident of Qualife Aged Care Home. She doesn't receive any HELF services and doesn't have a standing HELF agreement. However, like Sanjay, she requires a hairdressing service. She is offered the service in the same way as Sanjay. The absence of a standing HELF agreement is not an impediment.

16. HELF short term residential care (respite)

16.1 HELF for individuals in respite care

Short term, or respite residents, can enter HELF agreements in the same way as permanent residents.

The only difference is that a standing HELF agreement for respite residents can only apply to the period of the short-term residency.

A transfer to permanent residency requires a new standing HELF agreement to be completed.

Respite residents can also enter ad-hoc HELF agreements.

Case study: respite care

Barny

Barny commenced a 3-week respite stay at Qualife Aged Care Home. He reviewed the HELF services offered by Qualife and chose to receive premium meal choices. He signed a standing HELF agreement to reflect this, with an end date to match his planned stay.

During his respite stay, Barny's circumstances changed, and he made the decision to transition to the home permanently. On the day his respite stay ended, Qualife closed the billing account for the services he received while he was a respite care resident, and his respite standing HELF agreement then ceased.

On the same day he officially entered permanent care, Barny again reviewed Qualife's HELF options. He decided he wanted to continue receiving premium meal choices and to also receive pay TV services. He signed a new standing HELF agreement, reflecting the ongoing nature of the services now that he was a permanent resident of the home.

17. Additional and extra service fees

17.1 Changes to additional and extra service fee arrangements.

The HELF is replacing extra service fees and additional services fees. No new extra or additional service fee agreements can be entered into from 1 November 2025.

Extra and additional service fee agreements that were current prior to 1 November 2025 may continue up until 31 October 2026, on the same terms and conditions.

If the agreement provided for the indexation or increase of the fees, the amount of the fee may be indexed or increased as provided for by the agreement.

In the case of extra service fee agreements, this increase will not require approval by the Independent Health and Aged Care Pricing Authority.

17.2 Transition from additional and extra service fees to HELF

This transition period is intended to minimise disruption for providers and residents, while ensuring that extra service fees and additional service fees do cease over time.

Individuals can only receive services under one arrangement. If changes are required to an existing extra or additional services fee agreement, then a new HELF agreement will be necessary, and the previous agreement will cease.

All extra and additional service fee agreements remaining on 1 November 2026 will cease. Providers should have a conversation with extra and additional service fee residents prior to this, to inform them of the required changes and what (if any) HELF services the provider intends to offer.

The timing of the transition to HELF is at the discretion of the provider, as they will need to consider operational changes and manage education and communication with staff, residents and families. Some homes may transition earlier than others and ahead of the 31 October 2026 deadline.

Residents transitioning to a new HELF agreement will be subject to the same conditions as new residents, including the 28-day cooling off period.

Providers should not unreasonably refuse an individual’s request to exit an existing extra or additional service fee arrangement.

The ‘no worse off’ principle does not extend to the new HELF arrangements. It is limited to means tested fees and accommodation payment arrangements. In the transition from additional and extra services to HELF, providers may change the range of services being offered and the pricing.

17.3 Impact on rules for accommodation supplement

The current rules regarding calculation of the accommodation supplement that apply to extra service care recipients will continue to apply while extra service agreements remain in place.

Providers should continue to register extra service fee resident episodes in the payment system as they do now.

Case study: supporting reasonable transitions and exits

Peter

Peter has been a resident of Qualife Aged Care Home since January 2025 and is currently receiving an additional services bundle that includes luxury toiletries, Wi-Fi and TV streaming subscription, premium meal choices and alcohol selections with his evening meals.

Qualife continue offering this service as a bundle to new residents who enter care following the introduction of the new Act on 1 November 2025. However, in line with the new HELF requirements they allow residents to receive these services separately, without needing to agree to the entire bundle. They also adjust the service prices.

Peter decides that he only wants to receive the premium meal choices without the other bundled services. Qualife consider this to be a reasonable request and support Peter to exit his additional services agreement and move to a new HELF agreement. Upon signing the agreement, he has the same rights as any new resident, including a 28-day cooling off period.

Heather

Heather has been a resident of Park Aged Care Home since January 2025 and is currently receiving a pay TV subscription as an additional service.

Park Aged Care Home is a very small service and have agreed to an annual pay TV subscription for all residents, which extends to 30 June 2026.

They reconsider their additional service offerings on 1 November 2025 with the introduction of the new Act. They have decided not to offer the pay TV subscription as a HELF service.

Heather requests to exit her additional service agreement and receive the pay TV subscription under a HELF agreement.

This is not considered reasonable as Park Aged Care Home do not offer the TV subscription as a HELF service and would face a large cost given they have already paid for an annual subscription on Heather's behalf.

Max

Max has been a resident of Qualife since September 2024 and upon moving into the home agreed to additional services. His agreement included a selection of alcoholic beverages and the daily newspaper. Max now no longer drinks alcohol and does not read the newspaper due to deteriorating eyesight.

Max does not want to move to a HELF agreement and has requested to exit his additional services agreement as soon as possible. Qualife agree to this as he is no longer able to derive a benefit from the services.

Appendix A

18. Appendix A

18.1 Health Related Terminology

In Australia, many health and allied health professions are regulated by the Australian Health Practitioner Regulation Agency (AHPRA) under the Health Practitioner National Law. Additionally, several allied health professions are self-regulated by their respective professional bodies. Visit ahpra.gov.au

To take this into account the *Aged Care Rules* set out definitions in regard to the following and other roles in relation to the **Aged Care Service List in Part 2—Definitions**.

Example health and allied health related descriptors and professions where the definitions can be found in the *Aged Care Rules* include, but are not limited to the following terms:

1. **General Terms:** *National Law, Health Profession, Allied health profession, Health Professional, Allied health professional*
2. **Example Possible Role Descriptors***: Aboriginal or Torres Strait Islander Health Worker, Art therapist, Audiologist, Certified practicing nutritionist, Counsellor, Dental (including the profession of a dentist, dental therapist, dental hygienist, dental prosthetist and oral health therapist), Dietitian, Exercise physiologist, Genetic counsellor, Medical (including Doctor), Music therapist, Nursing (including Registered and Enrolled), Orthoptist, Orthotist, Pedorthist, Prosthetist, Recreational therapist, Rehabilitation counsellor, Social worker, Sonographer, Speech pathologist*

18.2 Scope of Practice

If a profession is regulated through the Health Practitioner National Regulation Law 2009, the scope of practice is that established by the National Board for the profession.

When engaging a health professional, the provider must make clear the specific services required, so that the health professional can ensure they have the appropriate skills or qualifications to undertake the services within their scope of practice.

18.3 Registered Nurses and Enrolled Nurses

The role and scope of practice of registered nurses (including nurse practitioners) and enrolled nurses is described in the Nursing and Midwifery Board of Australia National Competency Standards for the Registered Nurse and National Competency Standards for the Enrolled Nurse.

The registered nurse practises independently and interdependently, including delegating care to enrolled nurses and health care workers. The registered nurse assesses, plans, implements evaluates and updates nursing care in collaboration with individuals and the multidisciplinary health care team to achieve goals and health outcomes.

The enrolled nurse is an associate to the registered nurse and works under the direction and supervision of the registered nurse. Under assessment and care planning, the enrolled nurse may contribute to the formulation of care plans through:

- the collection and reporting of data regarding the health and functional status of individuals and groups
- participating with the registered nurse in identifying expected health outcomes
- participating with the registered nurse in evaluation of progress toward expected health outcomes and reformulation and updating of care plans.

For more information visit nursingmidwiferyboard.gov.au/Codes-Guidelines-Statements/FAQ/Fact-sheet-scope-of-practice-and-capabilities-of-nurses

18.4 Standard, non-standard and advanced products

Providers are required to make **standard** products available, such as beds and chairs, that are fit-for-purpose and suitable for the general resident population. Providers cannot charge extra for these items.

They must also provide **non-standard** products when a qualified health professional or allied health professional (acting within their scope of practice) determines that this is necessary to meet the specific needs of an individual resident. This might include items that can be shared between multiple residents.

It is the responsibility of the provider to ensure that a qualified health professional or allied health professional conducts any necessary assessments to determine if a resident needs a non-standard product. This professional is responsible for evaluating the resident's needs and recommending the most appropriate solution.

Providers are not obligated to fund **advanced** products. These are items that significantly differ from the standard or non-standard products recommended by a health professional or allied health professional and include extra features that are not essential to meet the assessed care needs. Advanced products may be requested by residents due to personal preference rather than a health need. The

provider can charge an extra amount for these items, including through a higher everyday living fee agreement.

Residents retain the right to select an alternative health professional or allied health professional for a second opinion to assess their needs. The provider is responsible for facilitating access to the secondary assessment but can pass on costs incurred for the assessment such as transport/escort costs and appointment fees. They can also pass on costs for equipment or products that differ from those recommended by the initial health professional assessment. Residents also have the right to organise their own health professional directly for a second opinion.

18.5 Definitions

Terminology	Definitions
Ad-hoc HELF agreement	A HELF agreement that is restricted to situations where an individual requests a single service which hasn't been planned or agreed in advance. They can only be entered into immediately before, or at the time, a service is to be delivered. These agreements can be made verbally and cover impromptu purchases such as a coffee at an onsite café.
Advanced product	Items that significantly differ from standard or non-standard products recommended by a health professional and include extra features that are not essential to meet the assessed care needs. These may be requested by residents due to personal preference rather than a health need. The request should be accommodated where possible, provided the resident and/or their authorised person or supporter understands and agrees to the cost arrangements. Providers can charge extra for these items.
Assessed need	The care and services required by a resident, determined through a consultation with a health professional, acting within their scope of practice. It is the provider's responsibility to meet a resident's assessed needs through the supply of a fit-for-purpose standard or non-standard product.
Enhanced HELF services	Service that are of a higher standard than those included on the service list.

Non-standard product	Items that are necessary to meet the specific needs of an individual resident, as assessed by a qualified health professional (acting within their scope of practice). These can sometimes be used by other residents with similar care needs. However, they may include customised items specifically designed for an individual based on the recommendation of a qualified health professional (acting within their scope of practice). These are funded items.
Standard product	Products that are fit-for-purpose and suitable for the general resident population. These are funded items.
Standing HELF agreement	A HELF agreement that includes services that are planned and agreed in advance. They can include ongoing services, fixed term services or one-off services. A standing HELF agreement must be in writing
Supplementary HELF services	Services that are not included on the service list service.