

FAQ's received from other agencies

Question	Answer
<p>We are providing an aged care service to a resident under a residential aged care resident agreement, we have not undertaken to provide an NDIS service, why do we have to be registered?</p>	<p>NDIS participants in residential aged care have been approved by an ACAT and are known as 'dual participants'. As a dual participant, they should be afforded the same quality and safeguarding provisions as NDIS participants not in residential aged care. Even though you have a residential aged care resident agreement with a dual participant, they are still a part of the NDIS and as such, you should already be delivering supports in accordance with the NDIS Code of Conduct.</p> <p>From 1 December 2020, registration with the NDIS Quality and Safeguards Commission will ensure a nationally consistency approach to improving the quality and safety of supports and services provided to all NDIS participants (in residential aged care or other settings). As you are currently supporting a NDIS participant, you will automatically be deemed registered with the NDIS Quality and Safeguards Commission on 1 December 2020.</p>
<p>What are my responsibilities if I no longer want to provide services to an NDIS participant?</p>	<p>If you are providing care and services to an NDIS participant, and that person has been admitted to one of your services as an aged care recipient, that person will be known as a 'dual participant'.</p> <p>You must afford dual participants the same protections in respect of their care and services that you must provide to aged care residents. This includes the 'security of tenure' provisions, which are set out in paragraph 56-1(f) of the Aged Care Act 1997 (the Act) and in Part 2, Division 2 of the User Rights Principles 2014 (the User Rights Principles). You must also specify the circumstances in which a dual participant may be asked to leave in their resident agreement.</p>

If you can no longer provide care and services to a dual participant, under security of tenure you can only ask the participant to leave the service for certain reasons, which are set out in subsection 6(2) of the User Rights Principles. These include:

- the residential care service is closing;
- the residential care service no longer provides accommodation and care suitable for the dual participant, having regard to their assessed long-term needs, and you have not agreed to provide the kind of care they presently need;
- the dual participant no longer needs the care provided through the residential care service, as decided by an Aged Care Assessment Team (ACAT);
- the dual participant has been receiving care under a specialist dementia care agreement, and a clinical advisory committee has determined that they are no longer suitable to continue receiving that care;
- the dual participant has not paid any agreed fee to you within 42 days after they were payable, for a reason within their control;
- the dual participant has intentionally caused serious damage to the service, or serious injury to your staff, or to another resident; or
- the dual participant is away from the service for a continuous period of at least seven days, other than for a reason permitted under the Act.

You must not, however, ask or make the dual participant leave the service, before you are able to find suitable alternative accommodation that meets the person's assessed long-term needs, and is affordable for them.

For the purposes of security of tenure, a dual participant's long-term needs must be assessed by an ACAT, or by at least two medical or other health practitioners who meet the following criteria:

- one must be independent of you and the service, and must be chosen by the dual participant; and

- both must be competent to assess the participant's aged care needs.

Importantly, if you ask a dual participant to leave the service, you must give them written notice at least 14 days before they are to leave. The written notice must state the decision, the reasons for the decision, when they are to leave, and their rights (including their right to access your complaints resolution mechanisms and aged care advocacy services).