



Service Agreement

SUPPORT AT HOME PROGRAM SERVICE AGREEMENT
(SELF-MANAGED AND FULLY COORDINATED)

Parts A to N (inclusive)



Part A: Statement of Rights

A1 Independence, autonomy, empowerment and freedom of choice

- (1) An individual has a right to:
- (a) exercise choice and make decisions that affect the individual's life, including in relation to the following:
 - (i) the funded aged care services the individual has been approved to access;
 - (ii) how, when and by whom those services are delivered to the individual; and
 - (iii) the individual's financial affairs and personal possessions;
 - (b) be supported (if necessary) to make those decisions and have those decisions respected; and
 - (c) take personal risks, including in pursuit of the individual's quality of life, social participation and intimate and sexual relationships.

A2 Equitable access

- (1) An individual has a right to equitable access to:
- (a) have the individual's need for funded aged care services assessed, or reassessed, in a manner which is:
 - (i) culturally safe, culturally appropriate, trauma-aware and healing-informed; and
 - (ii) accessible and suitable for individual's living with dementia or other cognitive impairment; and
 - (b) palliative care and end-of-life care when required.

A3 Quality and safe funded aged care services

- (1) An individual has a right to:
- (a) be treated with dignity and respect;
 - (b) safe, fair, equitable and non-discriminatory treatment;
 - (c) have the individual's identity, culture, spirituality and diversity valued and supported; and
 - (d) funded aged care services being delivered to the individual:
 - (i) in a way that is culturally safe, culturally appropriate, trauma-aware and healing-informed;
 - (ii) in an accessible manner; and
 - (iii) by aged care workers of registered providers who have appropriate qualifications, skills and experience.

- (2) An individual has a right to:
- (a) be free from all forms of violence, degrading or inhumane treatment, exploitation, neglect, coercion, abuse or sexual misconduct; and
 - (b) have quality and safe funded aged care services delivered consistently with the requirements imposed on registered providers under this Act.

A4 Respect for privacy and information

- (1) An individual has a right to have the individual's:
- (a) personal privacy respected; and
 - (b) personal information protected.
- (2) An individual has a right to seek, and be provided with, records and information about the individual's rights under this section and the funded aged care services the individual accesses, including the costs of those services.

A5 Person-centred communication and ability to raise issues without reprisal

- (1) An individual has a right to:
- (a) be informed, in a way the individual understands, about the funded aged care services the individual accesses; and
 - (b) express opinions about the funded aged care services the individual accesses and be heard.
- (2) An individual has a right to communicate in the individual's preferred language or method of communication, with access to interpreters and communication aids as required.
- (3) An individual has a right to:
- (a) open communication and support from registered providers when issues arise in the delivery of funded aged care services;
 - (b) make complaints using an accessible mechanism, without fear of reprisal, about the delivery of funded aged care services to the individual; and
 - (c) have the individual's complaints dealt with fairly and promptly.

A6 Advocates, significant persons and social connections

- (1) An individual has a right to be supported by an advocate or other person of the individual's choice, including when exercising or seeking to understand the individual's rights in this section, voicing the individual's opinions, making decisions that affect the individual's life and making complaints or giving feedback.
- (2) An individual has a right to have the role of persons who are significant to the individual, including carers, visitors and volunteers, be acknowledged and respected.

- (3) An individual has a right to opportunities, and assistance, to stay connected (if the individual so chooses) with:
 - (a) significant persons in the individual's life and pets, including through safe visitation by family members, friends, volunteers or other visitors where the Participant lives and visits to family members or friends;
 - (b) the individual's community, including by participating in public life and leisure, cultural, spiritual and lifestyle activities; and
 - (c) if the individual is an Aboriginal or Torres Strait Islander person—community, Country and Island Home.
- (4) An individual has a right to access, at any time the individual chooses, a person designated by the individual, or a person designated by an appropriate authority.

Part B: Roles and Responsibilities

B1 Allocated roles and responsibilities

- (1) Your and our Roles and Responsibilities are determined having regard to our obligations under the Aged Care Act and your preferences.
- (2) The initial roles and responsibilities are set out in this clause. We will review these with you if your choices or needs or circumstances change or if we have concerns about your level of self-management.

Self Managed:

| Self-managed Activities | You | Us | You and Us | Third Party Provider |
|--|-----|----|------------|----------------------|
| Identifying and reviewing care needs | | | | |
| What we must do under the Aged Care Act | | | | |
| Initial assessment of your needs | x | ✓ | x | x |
| Developing your initial Care Plan | x | x | ✓ | x |
| Reviewing and updating your Care Plan | x | x | ✓ | x |
| Allocated responsibilities | | | | |
| Communicating changes to your needs or circumstances | ✓ | x | x | x |
| Raising concerns about your ability self-manage or the suitability of a self-managed arrangement | ✓ | x | x | x |
| Moving to fully managed if you can no longer self-manage | ✓ | x | x | x |
| Engaging Third Party Providers | | | | |
| What we must do under the Aged Care Act | | | | |
| Providing you with support to identify potential Third Party Providers | x | ✓ | x | x |
| Ensuring Third Party Providers are suitable, are appropriately qualified and hold all compliance-related checks and clearances | x | ✓ | x | x |
| Assisting you to contact and communicate with Third Party Providers | x | ✓ | x | x |
| Ongoing review and management of the suitability of Third Party Providers | x | ✓ | x | x |
| Allocated responsibilities | | | | |
| Selecting Third Party Providers | ✓ | x | x | x |
| Telling us which Third Party Providers you have selected | ✓ | x | x | x |
| Outlining preferred checks to be undertaken in respect of Third Party Providers, including police checks and evidence of training and qualifications | x | ✓ | x | x |

| Self-managed Activities | You | Us | You and Us | Third Party Provider |
|--|-----|----|------------|----------------------|
| Negotiating amounts Third Party Providers charge, including hourly rates, cancellation fees, price increases and any charges imposed on late payments | ✓ | ✗ | ✗ | ✗ |
| Establishing the method by which Third Party Providers are paid | ✗ | ✗ | ✓ | ✗ |
| Documenting your engagement of Third Party Providers | ✗ | ✗ | ✓ | ✗ |
| Requiring Third Party Providers you engage to provide written assurances to us (in a form we require) that they will hold necessary qualifications and clearances and provide us with required documents and information | ✗ | ✗ | ✓ | ✗ |
| Scheduling services (days and times) | ✓ | ✗ | ✗ | ✗ |
| Changing or cancelling scheduled services | ✓ | ✗ | ✗ | ✗ |
| Providing agreed support services | ✗ | ✗ | ✗ | ✓ |
| Supervising Third Party Providers and directing tasks | ✓ | ✗ | ✗ | ✗ |
| Ongoing review and management of the suitability of Third Party Providers | ✗ | ✗ | ✓ | ✗ |
| Monitoring the performance of Third Party Providers | ✗ | ✗ | ✓ | ✗ |
| Monitoring that Third Party Providers continue to be appropriately qualified and hold all compliance-related checks and clearances | ✗ | ✗ | ✓ | ✗ |
| Making arrangements to cover situations where Third Party Providers are absent (eg, they are on leave or unable to attend) | ✓ | ✗ | ✗ | ✗ |
| Identifying and communicating concerns about Third Party Providers and the quality of the services provided | ✓ | ✗ | ✗ | ✗ |
| Terminating engagement of Third Party Providers if unsuitable or no longer required | ✗ | ✗ | ✓ | ✗ |
| Utilising a Service Platform to manage supply arrangements | | | | |
| What we must do under the Aged Care Act | | | | |
| Assisting you to utilise a Service Platform to engage Third Party Providers | ✗ | ✓ | ✗ | ✗ |
| Approving the use of Third Party Providers not registered on the Service Platform | ✗ | ✓ | ✗ | ✗ |
| Allocated responsibilities | | | | |
| Becoming a registered user of the Service Platform and complying with applicable terms of use | ✓ | ✗ | ✗ | ✗ |

| Self-managed Activities | You | Us | You and Us | Third Party Provider |
|--|-----|----|------------|----------------------|
| Engaging Third Party Providers registered on the Service Platform through the Service Platform | ✓ | x | x | x |
| Managing Third Party Providers through the Service Platform, including approving timesheets and invoices | x | x | ✓ | x |
| Authorising us to monitor your use of the Service Platform and access information within the Service Platform concerning Services and your Home Care Package | ✓ | x | x | x |
| Requiring Third Party Providers you engage to provide written assurances to us (in a form we require) that they will hold necessary qualifications and clearances and provide us with required documents and information | x | x | ✓ | x |
| Advising us if you believe a suitable Third Party Provider is not available through the Service Platform | ✓ | x | x | x |
| Paying Third Party Providers | | | | |
| What we must do under the Aged Care Act | | | | |
| Providing guidance about spending parameters | x | ✓ | x | x |
| Allocated responsibilities | | | | |
| Determining whether sufficient funds are available to pay Third Party Providers before engaging them | ✓ | x | x | x |
| Checking whether invoices are correct | x | x | ✓ | x |
| Asking Third Party Providers to reissue or clarify invoices | x | x | ✓ | x |
| Dealing with disputes arising from Third Party Provider invoices | x | x | ✓ | x |
| Paying for services included in your Care Plan from available Government Funding and your Service Contribution | x | ✓ | x | x |
| Paying for services not funded by your Government Subsidy | ✓ | x | x | x |
| Monthly statement | | | | |
| What we must do under the Aged Care Act | | | | |
| Issuing a monthly statement of what you have spent and the available Government Subsidy | x | ✓ | x | x |
| Setting and monitoring your Budget | | | | |
| What we must do under the Aged Care Act | | | | |
| Developing your initial Budget | x | x | ✓ | x |

| Self-managed Activities | You | Us | You and Us | Third Party Provider |
|--|-----|----|------------|----------------------|
| Allocated responsibilities | | | | |
| Reviewing and updating your Budget | x | x | ✓ | x |
| Monitoring spending from your Quarterly Government Funds against your Budget | x | x | ✓ | x |
| Ensuring spending does not exceed your available Quarterly Government Funds | x | x | ✓ | x |
| Service Contributions | | | | |
| Allocated responsibilities | | | | |
| Paying Service Contributions | ✓ | x | x | x |
| Paying for Services not allowed for in and covered by your Budget | ✓ | x | x | x |
| Incidents and complaints | | | | |
| Allocated responsibilities | | | | |
| Reporting incidents to us | ✓ | x | x | ✓ |
| Telling us if you have concerns about Third Party Providers or any disputes with them | ✓ | x | x | x |
| Allowing us to be part of any dispute resolution process involving Third Party Providers and providing any assistance we require in resolving these on your behalf | ✓ | x | x | ✓ |

Self-Managed Fully Coordinated:

| Self-Managed Fully Coordinated Activities | You | Us | You and Us | Third Party Provider |
|--|-----|----|------------|----------------------|
| Identifying and reviewing care needs | | | | |
| What we must do under the Aged Care Act | | | | |
| Initial assessment of your needs | x | ✓ | x | x |
| Developing your initial Care Plan | x | x | ✓ | x |
| Reviewing and updating your Care Plan | x | x | ✓ | x |
| Allocated responsibilities | | | | |
| Communicating changes to your needs or circumstances | ✓ | x | x | x |
| Raising concerns about your ability to or the suitability of a fully coordinated arrangement | ✓ | x | x | x |
| Moving to fully managed if you can no longer be fully coordinated | ✓ | x | x | x |

| Self-Managed Fully Coordinated Activities | You | Us | You and Us | Third Party Provider |
|---|-----|----|------------|----------------------|
| Engaging Third Party Providers | | | | |
| What we must do under the Aged Care Act | | | | |
| Providing you with support to identify potential Service Providers | x | ✓ | x | x |
| Ensuring Third Party Providers are suitable, are appropriately qualified and hold all compliance-related checks and clearances | x | ✓ | x | x |
| Assisting you to contact and communicate with Third Party Providers | x | ✓ | x | x |
| Ongoing review and management of the suitability of Third Party Providers | x | ✓ | x | x |
| Allocated responsibilities | | | | |
| Selecting Third Party Providers | x | ✓ | x | x |
| Telling us which Third Party Providers you have a preference for (if any) | ✓ | x | x | x |
| Outlining checks to be undertaken in respect of Third Party Providers, including police checks and evidence of training and qualifications | x | ✓ | x | x |
| Negotiating amounts Third Party Providers charge, including hourly rates, cancellation fees, price increases and any charges imposed on late payments | x | ✓ | x | x |
| Establishing the method by which Third Party Providers are paid | x | ✓ | x | x |
| Documenting the engagement of Third Party Providers | x | ✓ | x | x |
| Requiring Third Party Providers engaged to provide written assurances to us (in a form we require) that they will hold necessary qualifications and clearances and provide us with required documents and information | x | ✓ | x | x |
| Scheduling services (days and times) | x | ✓ | x | x |
| Changing or cancelling scheduled services | x | ✓ | x | x |
| Providing agreed support services | x | x | x | ✓ |
| Supervising Third Party Providers and directing tasks | x | ✓ | x | x |
| Ongoing review and management of the suitability of Third Party Providers | x | ✓ | x | x |
| Monitoring the performance of Third Party Providers | x | ✓ | x | x |
| Monitoring that Third Party Providers continue to be appropriately qualified and hold all compliance-related checks and clearances | x | ✓ | x | x |

| Self-Managed Fully Coordinated Activities | You | Us | You and Us | Third Party Provider |
|--|-----|----|------------|----------------------|
| Making arrangements to cover situations where Third Party Providers are absent (eg, they are on leave or unable to attend) | x | ✓ | x | x |
| Identifying and communicating concerns about Third Party Providers and the quality of the services provided | x | x | ✓ | x |
| Terminating engagement of Third Party Providers if unsuitable or no longer required | x | ✓ | x | x |
| Paying Third Party Providers | | | | |
| What we must do under the Aged Care Act | | | | |
| Providing guidance about spending parameters | x | ✓ | x | x |
| Allocated responsibilities | | | | |
| Determining whether sufficient funds are available to pay Third Party Providers before engaging them | x | ✓ | x | x |
| Checking whether invoices are correct | x | ✓ | x | x |
| Asking Third Party Providers to reissue or clarify invoices | x | ✓ | x | x |
| Dealing with disputes arising from Third Party Provider invoices | x | ✓ | x | x |
| Paying for services included in your Care Plan from available Government Funding and your Service Contribution | x | ✓ | x | x |
| Paying for services not funded by your Government Subsidy | ✓ | x | x | x |
| Monthly statement | | | | |
| What we must do under the Aged Care Act | | | | |
| Issuing a monthly statement of what you have spent and the available Government Subsidy | x | ✓ | x | x |
| Setting and monitoring your Budget | | | | |
| What we must do under the Aged Care Act | | | | |
| Developing your initial Budget | x | x | ✓ | x |
| Allocated responsibilities | | | | |
| Reviewing and updating your Budget | x | x | ✓ | x |
| Monitoring spending from your Quarterly Government Funds against your Budget | x | x | ✓ | x |
| Ensuring spending does not exceed your available Quarterly Government Funds | x | x | ✓ | x |

| Self-Managed Fully Coordinated Activities | You | Us | You and Us | Third Party Provider |
|---|-----|----|------------|----------------------|
| Service Contributions | | | | |
| Allocated responsibilities | | | | |
| Paying Service Contributions | ✓ | ✗ | ✗ | ✗ |
| Paying for Services not allowed for in and covered by your Budget | ✓ | ✗ | ✗ | ✗ |
| Incidents and complaints | | | | |
| Allocated responsibilities | | | | |
| Reporting incidents to us | ✓ | ✗ | ✗ | ✓ |
| Telling us if you have concerns about Third Party Providers or any disputes with them | ✓ | ✗ | ✗ | ✗ |
| Managing dispute resolution process involving Third Party Providers and providing any assistance we require in resolving these on your behalf | ✗ | ✓ | ✗ | ✓ |

B2 Reviewing allocated responsibilities

- (1) The particulars set out above (as detailed in Section B1 of this Agreement) reflects the level of involvement you wish to have in self-managing your Support at Home Services under the Self-Managed options. We must still provide Care Management as required under the Aged Care Act or agreed with you and you can choose to change your self-management options at any time.
- (2) You must tell us as soon as possible if you no longer wish to self-manage your Support at Home Services or if you are no longer able or willing to perform any of the tasks assigned to you above. We will work with you to implement the change as soon as practicable.
- (3) We will let you know if we have any concerns about you completing your responsibilities under the management options set out in the Agreement Details. On doing so, we may require:
 - (a) the Roles and Responsibilities set out corresponding with the management option in the Agreement Details to be reviewed; and
 - (b) your Support at Home Services to be managed under the Self-Management Fully Coordinated option (if you still want our support).
- (4) On electing to self-manage your Support at Home Services you accept responsibility for scheduling and overseeing Services, as set out in the Roles and Responsibilities.

If your Support at Home Services become full Self-Managed Fully Coordinated, your Services will be delivered in accordance with the terms outlined to and accepted by you, in which case, this Agreement will be taken to be varied accordingly (unless a new agreement is entered into).

- (5) You also acknowledge that our ability to meet our obligations under the Roles and Responsibilities may be impacted by your actions, in which case our obligations will be qualified accordingly.

B3 Changing to a Self-Managed Fully Coordinated option

- (1) If:
- (a) you determine that you no longer want to self-manage your Support at Home Services or discharge any of the Roles and Responsibilities allocated to you under the Self-Managed option;
 - (b) we determine that your care needs would be better met by your Support at Home Services being managed under the Self-Managed Fully Coordinated option; or
 - (c) we cease to offer or support self-management (unless this isn't permitted under the Aged Care Act),
- you can continue to receive support from us under a Self-Managed Fully Coordinated option (if offered by us at that time) or elect to transfer your Support at Home Services to another home care provider.
- (2) If we offer to continue supporting you under a Self-Managed Fully Coordinated arrangement, we will outline the basis upon which we propose to continue supporting you, for you to consider and approve.

Part C: How Services will be Provided

C1 Your Support Plan and Classification

- (1) The Government will:
 - (a) assess what Services you require and design a Support Plan based on that assessment to achieve your goals; and
 - (b) assign you a Support at Home Classification, which determines how much funding you can access under Support at Home.
- (2) We can only claim from Government funding for Services that align with your Support Plan.
- (3) You or we can ask the Government to review your Support Plan and Classification when:
 - (a) your needs, goals or circumstances change;
 - (b) you need additional services beyond what your Support Plan allows; or
 - (c) a time-limited Service has ended.
- (4) If your needs or circumstances change you may be assigned a different Classification that allows you to access additional Services on an ongoing or short-term basis.
- (5) You:
 - (a) authorise and consent to us applying to the Government to review your Support Plan and/or re-assess your Classification;
 - (b) must provide us with any information we reasonably require about your Support Plan and/or Classification; and
 - (c) must promptly tell us if:
 - (i) you or anyone else requests a revocation, variation or re-assessment of your Classification; and
 - (ii) you have provided us with incomplete or inaccurate information about your Support Plan and/or Classification.
- (6) If you aren't eligible to access funded Services under Support at Home and we agree to keep providing Services under this Agreement you will be required to self-fund the Prices.

C2 Your Care Plan and Budget

- (1) Based on your Support Plan, your Care Partner will partner with you to create and help you understand a Care Plan and Budget setting out the Services you will receive. We will regularly review these with you (including at least once every 12 months after the Start Day) and revise them, including if:
 - (a) there is a change in the available funding, including because your Classification changes;
 - (b) the cost of delivering Services changes; or
 - (c) the Service Contribution you must make changes.
- (2) You can also request a review of your Care Plan and Budget, with a view to ensuring that you can set individual goals and receive Services most appropriate to your assessed care needs and resources.

- (3) A copy of your initial Care Plan and Budget will be given to you as soon as practicable. If your Care Plan and Budget changes, including at your request, we will give you an updated copy as soon as reasonably practicable and within any time period specified in the Aged Care Act.
- (4) The Services you can incorporate in your Care Plan depend on:
 - (a) your Support Plan and your Quarterly Government Funds; and
 - (b) the Services you want to self-fund by paying Self-funded Service Fees.
- (5) If your Classification changes and it is agreed that we are to continue supporting you under this Agreement, we will work with you to develop a new Care Plan and Budget.
- (6) Depending on your Support Plan, the Services we can charge to your Quarterly Government Funds are listed in the Service List.
- (7) We can refuse to provide a Service if:
 - (a) we assess that the Service is unsafe or outside the scope of our practice;
 - (b) that Service is unavailable or if we are unable to secure a suitable Third Party Provider; or
 - (c) the cost of that Service exceeds or is likely to exceed the funds available in your Budget.
- (8) You will be responsible for the cost of a service if you arrange a service without consulting us and without it being incorporated into and covered by your Care Plan and Budget. We are not obliged to reimburse you for any services you arrange which are not incorporated in your Care Plan and Budget.

C3 Your Care Partner

- (1) Your Care Partner will work with you to arrange and review the Services you receive. This includes:
 - (a) regularly reviewing and checking whether we are meeting your needs and goals (including any changes to them);
 - (b) if your Support Plan or your care needs or circumstances change, reassessing the most appropriate Services for you and working with you to design new Care Plan;
 - (c) helping you identify changes you want to make to your Care Plan;
 - (d) being available if you have any questions or concerns about the Services you receive or how we manage those Services for you; and
 - (e) liaising with relevant personnel and health practitioners.
- (2) Each time we assess your needs and capabilities and/or assess the suitability of Services you are receiving, you must co-operate, provide us with accurate and complete information and consult with your health practitioners (as necessary).

C4 Service delivery

- (1) Where agreed, you are responsible for choosing suitable service providers to provide the Services as independent contractors, other than to the extent we have agreed to provide Services or the Roles and Responsibilities state otherwise.

- (2) This includes:
 - (a) ensuring service providers have the necessary qualifications and experience to meet your care needs and preferences, in accordance with your Care Plan;
 - (b) assessing the costs or fees service providers charge; and
 - (c) ensuring service providers satisfy the standards under the Aged Care Act.
- (3) We may require you to stop using a service provider if we have concerns about the Services they provide and/or their ability to provide you with Services as required by this Agreement or the Aged Care Act.
- (4) We may provide you with a list of preferred service providers, being service providers we consider suitable to provide Services. If you choose to use a preferred service provider, you must still satisfy your Roles and Responsibilities.
- (5) We discourage you from engaging family members or friends as service providers due to many factors, including the need to consider insurance, legal responsibilities, qualifications, training and safeguards against elder abuse. If you would like to engage a family member or friend as a supplier, you must:
 - (a) let us know why you want to proceed with engaging them, before proceeding;
 - (b) work with us to identify other options; and
 - (c) only proceed if appropriate Third Party Provider engagement terms are implemented (as outlined by us).
- (6) You must:
 - (a) ascertain the basis upon which service providers you want to engage will provide Services to you, including what scheduling commitments they will make, what standards they will adhere to and what insurance they will maintain (which must meet any requirements we have); and
 - (b) oversee and monitor the service providers you choose to engage, including scheduling and co-ordinating Services, and meet your other Service delivery and reporting obligations under the Roles and Responsibilities.
- (7) If you engage service providers through a Service Platform, you authorise and must allow us to monitor your use of the Service Platform, including the choices you make and your communications with potential, current and past service providers.
- (8) You are responsible for meeting the cost of the Services, including the amounts charged by the service providers you select. Accordingly, you should only schedule Services if you can pay for them out of your Quarterly Government Funds as per your Budget, or if not, if you are prepared to pay for them privately.
- (9) If you engage service providers, you are responsible for reviewing, negotiating and agreeing to their charges. On doing so, it is important that you consider and clarify how such charges are reviewed or increased by the service provider.

- (10) If we agree to provide Services:
- (a) we will develop a Service schedule (as detailed in your care plan and budget) with you, setting out the agreed Services are to be provided. We may need to reschedule Services, for example because people are unable to attend to assist you. If this happens, we will work with you to reschedule Services to an acceptable day and time;
 - (b) you must be at your Home at the agreed times to receive those Services, unless we agree to provide Services while you are absent. If we are unable to provide Services because you are absent, we may still charge you and/or claim available funding for the attendance;
 - (c) you can change or cancel a Service by providing us with at least 2 business days' notice so we can plan accordingly. If you do not provide us with 2 business days' we may still charge for the Service (including any applicable Service Contributions), unless:
 - (i) you had reasonable grounds for the late cancellation or no-show (for example, you were in hospital, or experienced a health incident); and
 - (ii) you provide us with written evidence to substantiate this;
 - (d) you must allow attending personnel to complete and perform their duties in the time allocated to you; and
 - (e) you must tell us about anything that relates to or may affect us providing those Services to you. For example, if you believe a Service may pose a danger to you, you must immediately tell the attending personnel about your concerns.
- (11) You acknowledge that it is intended that Services will be provided by 'Associated Providers' for the purposes of the Aged Care Act.

C5 Involvement in decision making

- (1) You are entitled and encouraged to:
- (a) be involved in decisions concerning the Services you receive; and
 - (b) let us know if you would like us to make changes to the way Services are delivered to you, including how, when and by who Services are provided.
- (2) We will:
- (a) let you know if we are able to provide Services at a different time and/or in a different manner based on the nature of the Services, your needs and/or available personnel and work with you to identify how we may be able to change the way in which Services are delivered; and
 - (b) do this by involving you in the regular reviews we undertake and responding to any requests you make.

C6 Who will provide the Services and Care Management?

- (1) Services and Care Management will be provided to you:
- (a) fully or partly by us; and/or
 - (b) by an Third Party Provider we consider suitable based on your choices and assessed care needs.
- (2) If you don't believe those providing the Services are suitable, we will work with you to identify what changes can be made.

- (3) If we engage an Third Party Provider to provide Services to you we are still responsible for ensuring Services are provided to you in accordance with our responsibilities under this Agreement.
- (4) We will ensure our personnel and/or third party provider are appropriately qualified and skilled to provide safe, respectful and quality Services.
- (5) We have a list of preferred Third Party Providers. If you wish to receive Services from another supplier, we will try to arrange this and let you know the costs if we are able to do so.
- (6) We can refuse to use particular personnel or a particular service provider or supplier to provide you with Services if:
 - (a) they do not meet our supplier requirements which includes entering into a satisfactory agreement with us; or
 - (b) if we determine at any time that the goods or Services they provide do not meet the standards required under this Agreement or the Aged Care Act.
- (7) Even if we agree to you self-managing Services or arranging Services we will still provide some Care Management as required by the Aged Care Act.
- (8) If self-management creates an inconsistency with our obligations, our obligations are to be read and applied in a manner required to give effect to the agreed self-management arrangement.
- (9) Although we will endeavour to ensure Services are provided by your preferred personnel, Services may be supplied by various Third Party Providers and personnel from time to time.

C7 Equipment

- (1) Subject to your Support Plan, you may be able to use your Quarterly Government Funds to purchase, hire, maintain and/or repair aids and equipment, provided you have sufficient funds and it is otherwise permitted by the Aged Care Act. You may be required to pay Service Contributions for these Services. Otherwise, you can choose to self-fund the purchase or use of equipment.
- (2) If the Care Plan we design with you requires supporting equipment, we will seek to procure that equipment to assist you. We may ask you to undergo assessments by others, such as occupational therapists, who may rely upon information you provide. We will not verify the assessments they make or the information you provide.
- (3) If you enter into an agreement directly with a third party supplier for the purchase or hire of aids or equipment, you must comply with their terms and conditions.
- (4) Assessments you receive may require equipment to be of a specific type or specification, based on your identified needs. Equipment that looks similar may not reflect the assessments you have obtained or meet the requirements for payment from your Quarterly Government Funds. When selecting equipment, you are responsible for ensuring it meets your initial and ongoing requirements. This may mean that you need to have the suitability of equipment reassessed.
- (5) There are risks with using equipment. This means it is important you seek advice and guidance on the use of equipment. This may include trialling and reviewing equipment with your occupational therapist to ensure equipment is suitable, can be correctly used and does not present a significant risk to you. If you want us to assist you with using equipment we will let you know if any additional Fees apply and seek your consent to those Fees.
- (6) You must maintain any equipment you purchase. You may be able to use your Quarterly Government Funds to help fund this. You must also enforce any rights you have against the supplier or manufacturer should the equipment be faulty or defective.

- (7) If equipment is damaged (other than by attending personnel), you are responsible for the repair costs and/or replacement of the equipment (as determined by us). You may be able to use your Quarterly Government Funds to pay these costs.
- (8) If we decide that you no longer need any equipment that we have supplied for hire or loan, you must promptly make the equipment available for collection or return.
- (9) Once this Agreement ends, you must promptly make any equipment we have provided available for collection or return (unless you have paid for the equipment). If you fail to do so, you must pay us the costs of replacing the equipment.

C8 Medical emergencies

- (1) We are not a medical service provider. If our personnel and/or third party provider are present in the event of a medical emergency, ambulance support will be sought. You will be responsible for the costs of the ambulance and any medical treatment you are provided with.
- (2) If you need urgent care, please contact your general practitioner or dial 000.

C9 Services provided by suppliers you select

- (1) When Services are provided to you by a supplier you select:
 - (a) solely for administrative purposes, we will seek to, and you authorise us to, enter into an agreement with your chosen supplier as your agent, on terms we consider appropriate to record the basis upon which you engage the chosen supplier; and
 - (b) you can obtain a copy of any supplier agreements we have entered into for your benefit by contacting us;
 - (c) you remain responsible for selecting, controlling and managing the delivery of services by the chosen supplier;
 - (d) (you acknowledge and agree that we are not obliged to enforce any rights you or we have against the chosen supplier;
 - (e) you authorise us to communicate with the chosen supplier (including sharing relevant personal and financial information) and to receive service related information from the supplier; and
 - (f) you must comply with any other reasonable requirements we outline.

C10 Paying service providers and seeking reimbursement

- (1) You may only pay service providers directly and seek reimbursement from us if the requirements set out in clause D9 are met.

Part D: Your Quarterly Government Funds, Service Contributions and Self-funded Service Fees

D1 Your Budget

- (1) We will help you to develop a Budget that reflects your Support Plan and the choices you have made in your Care Plan. It will reflect the following:

| | | |
|--|---|---|
| Available Government Funding | Quarterly Government Funds | The Government allocates a certain amount of funds to help you pay for your Services and to help us provide you with Care Management, either on an ongoing or short-term basis. The total amount of funding that is available depends on your Classification level and whether you are eligible for additional supplements. |
| | Carryover of unspent funds from prior quarter | If at the end of quarter there's unspent Government funding, and you have an ongoing Classification, the greater of \$1,000 and 10% of your Quarterly Government Funds will be rolled over to the next quarter by Government. Funding for short term Classifications, including AT-HM, is for a fixed period and cannot be rolled over. |
| | Unspent HCP Funds | If you are a pre-12 September 2024 care recipient and you have Unspent HCP Funds, the Government's portion of the Unspent HCP Funds can be used to pay for Services when permitted under the Aged Care Act. |
| How Services are paid for | Care Management Portion | 10% of your Quarterly Government Funds is automatically set aside by Government for Care Management. |
| | Service Contributions | These are amounts you must pay towards the Services you receive based on your Services Australia assessment. |
| | Prices | Our Prices determine the Fees that we will claim from your Quarterly Government Funds for the Services you receive. You may need to contribute towards these Prices through your Service Contributions. If you don't have sufficient Quarterly Government Funds to cover the Prices for the Services you want, you can privately pay for these Services by paying additional Fees. This includes Services provided by us, Third Party Providers. |
| | Surcharge | Under the Aged Care Act, we can charge you a surcharge when you directly source services from someone else (which is currently up to 10%). |
| Further information to assist you in understanding fees for Support at Home is located at www.health.gov.au | | |

- (2) We will work with you to allocate expenditure from your Budget towards Services. You cannot allocate your Budget toward items not provided for in the Care Plan.
- (3) We will give you a copy of your Budget as soon as practicable once we have the necessary information to complete it. If your Budget changes, we will give you an updated version.
- (4) Your Budget will outline the total amount of the Quarterly Government Funds available to you in the quarter, as well as the planned expenditure including the Prices that we will charge for the Services that we have agreed to provide.
- (5) The amounts we charge cannot exceed any caps or limitations under the Aged Care Act.

- (6) If the Services you request exceed or are likely to exceed your available Quarterly Government Funds:
- (a) provided we discharge our obligations under the Aged Care Act, we are not obliged to provide or facilitate those Services;
 - (b) you can elect to receive and pay for those Services independently of us or by paying us privately (self-funding) those Services (at the Prices specified in our Authorised Price List or as otherwise agreed); and
 - (c) we will work with you to identify Service changes to bring costs in line with your Quarterly Government Funds. This may include identifying alternatives and re-assessing your priorities.
- (7) If you don't have enough money available in your Quarterly Government Funds to pay for the Services you want you can:
- (a) suspend some or all of the Services based on the limits of your available resources;
 - (b) review and readjust your Budget to bring planned expenditure in line with your Quarterly Government Funds; and
 - (c) allocate, charge and/or apply any Unspent HCP Funds towards overspends prior to new Prices being paid or incurred (if permitted under the Aged Care Act).

D2 What happens to unspent Quarterly Government Funds

- (1) We will work with you to ensure that you benefit from the full use of your Quarterly Government Funds, by fully utilising the Quarterly Government Funds that are available to you. If you:
- (a) have an ongoing Classification for Support at Home; and
 - (b) still have funds available in your Quarterly Government Funds at the end of a quarter,
- the Government will rollover the greater of \$1,000 and 10% of what is left in your Quarterly Government Funds (or any other amount prescribed under the Aged Care Act) to the next quarter.
- (2) The Government will retain any remaining Quarterly Government Funds.

D3 Means tested Service Contributions

- (1) Services are funded through Government contributions and depending on your means, individual Service Contributions. This means that depending on your assets and pension status you may have to pay more or less toward the Services you receive, which may impact on the amount of funding provided by Government.
- (2) If you were assessed as eligible for, or receiving a Home Care Package prior to 12 September 2024, your Service Contributions will be determined according to the Support at Home Transition Contribution Rates.
- (3) Otherwise, the Service Contributions you pay will be determined in accordance with the Service Contribution Rates under the Aged Care Act which, as at the date of preparing this Agreement, are as follows:

| Means testing class | Means testing category – clinical supports | Means testing category – independence | Means testing category – everyday living |
|---------------------|--|---------------------------------------|--|
| Full pensioner | 0% | 5% | 17.5% |

| Means testing class | Means testing category – clinical supports | Means testing category – independence | Means testing category – everyday living |
|---|--|--|--|
| Part pensioner and Self-funded Commonwealth Seniors Health Card (CHSC) Holder | 0% | Subject to independence rate means test (Between 5% and 50%) | Subject to everyday living rate means test (Between 17.5% and 80%) |
| Self-funded non-CSHC holder | 0% | 50% | 80% |

- (4) If you have applied for a Fee Reduction Supplement under sub-section 197-20(1) of the Aged Care Act:
- (a) you must provide us with any information we reasonably require regarding the application, including that the application has been made and its status; and
 - (b) we will not charge you the Service Contributions while the Government is considering the application.
- (5) If the System Governor decides that the Fee Reduction Supplement doesn't apply, you must pay the Service Contributions for the relevant period:
- (a) by the sooner of:
 - (i) the end of the then current Payment Cycle; and
 - (ii) within 7 days of the System Governor's determination; and
 - (b) before you seek to reapply for a Fee Reduction Supplement (if that is permitted under the Aged Care Act).

D4 Changes to your Service Contribution Rate

- (1) Your Service Contribution Rates will be reviewed and adjusted in accordance with the Aged Care Act. This includes adjustments to reflect changes to your financial situation and/or the aged pension. It is important that you keep your asset and income details up to date with Services Australia.
- (2) You can apply to the Government to have your Service Contribution Rates reviewed at any time, for example, if your financial circumstances change. This includes if you experience financial hardship and need hardship assistance to pay your Service Contributions.
- (3) You must immediately tell us if the Government tells you that your Service Contribution Rates are to change.
- (4) We may require you to start paying higher Service Contributions if you have paid or we have previously accepted less than the maximum amount we can require you to pay under the Aged Care Act.
- (5) You must pay your Service Contributions even if you disagree with your Services Australia assessment. We will refund you for any overpaid Service Contributions if Services Australia decides your Service Contribution Rate was incorrect and you have paid too much.
- (6) You are personally liable for your Service Contributions (even if you or we end or suspend this Agreement).

- (7) This Agreement will continue to apply if your Service Contribution changes. Any change will take effect on the sooner of the date notified by the Government, the date specified in the Aged Care Act and the date your next payment is due.
- (8) You acknowledge that:
 - (a) we have consulted with you about possible changes to your Service Contributions; and
 - (b) you must pay any other applicable fees or contributions referred to in Division 3 of Part 3 of Chapter 4 of the Aged Care Act.

D5 Prices

- (1) You and we have agreed to the Authorised Prices set out in the Authorised Price List. Your Budget will set out the agreed costs of the Services you are planning to receive.
- (2) We will advise you in writing of any proposed Prices that exceed the Authorised Prices, or which are applicable to any Services that are not listed in the Authorised Price List.
- (3) We will tell you if the cost of a Service that you have requested exceeds the price in our Authorised Price List. That Price must be confirmed or agreed by you before Services are received or provided.
- (4) If you directly source a Service, you must tell us if the cost of a Service you wish to receive exceeds the price in our Authorised Price List. That Price must be confirmed or agreed before Services are received or provided. We are not liable to pay for any Services which you have received for a price that exceeds the Authorised Price List. We will review our prices under our Authorised Price List at least once a year, in a manner set out in clause D6 or in any other manner agreed with you. We will explain any changes we make to you.
- (5) Any agreed Alternative Prices apply instead of the Authorised Prices for the corresponding Services.

D6 Price increases

- (1) Our Prices will be subject to regular increases to account for indexation and the cost of delivering services. Details of how we will increase our Prices are set out in the Agreement Details and/or our Authorised Price List. Any delay in adjusting the Prices does not prevent us from applying a charge from the relevant date.
- (2) If an adjustment will result in the amounts we charge exceeding any caps or limitations under the Aged Care Act, an adjustment will be made up to the maximum amount permitted.
- (3) You acknowledge that we have consulted with you about how we will increase our Prices. Any other changes, including the introduction of new charges, can only occur with your consent, following consultation.
- (4) If:
 - (a) you ask for a Service we don't usually provide;
 - (b) you want to make a change to your regular Services; or
 - (c) we have to cancel a Service and you want the Service provided by a third party service provider instead,

we will let you know the cost of the Service if you decide to proceed. Costs you have agreed to will be set out in your monthly statement.

- (5) If:
- (a) you engage a third party service provider to provide you with Services; or
 - (b) we agree that Services are to be provided by a service provider you request,
- then:
- (c) the amounts they charge may change, without them consulting with us or you. You have the right to negotiate those charges and you should verify the amount they will charge before receiving Services including ensuring the Prices they charge do not exceed the Authorised Price List; and
 - (d) a surcharge may apply in accordance with clause D7.
- (6) If our Authorised Price List sets out how Prices are increased or adjusted, we can only change that method with your consent, following consultation.
- (7) To the extent of any inconsistency between the adjustment methods set out in this clause and the Authorised Price List, the Authorised Price List prevails.

D7 Surcharge on amounts charged by suppliers you engage

- (1) If you directly source a service from a Third Party Provider, we may charge you and you must pay us a surcharge up to the maximum permitted under the Aged Care Act (which is currently up to 10% of the price).

D8 Self-funded Services

- (1) If:
- (a) you do not have sufficient Government funds to pay for the Services you wish to receive; or
 - (b) your Support Plan does not give you sufficient funding for the Services you wish to receive,
- you can pay for Self-funded Services by paying the applicable Fees for the Service at the rates set out in our Authorised Price List or as otherwise agreed. If you stop paying these, we will speak to you about how this will affect your Services.
- (2) You can choose to stop receiving Self-funded Services at any time. You need to give us at least 2 business days so that we can cancel the Services without incurring any costs.

D9 Management of your Quarterly Government Funds

- (1) We will manage your Quarterly Government Funds to the extent set out in the Roles and Responsibilities or required under the Aged Care Act.
- (2) We will claim for Care Management and other funded Services we provide from your Quarterly Government Funds. We may also charge your available Quarterly Government Funds to pay Cancellation Fees and any other permitted amounts payable by you under this Agreement.
- (3) If under the Roles and Responsibilities you are authorised to pay service providers directly we will let you know:
- (a) what limits apply to the amounts you can authorise or pay;
 - (b) what procedures you need to follow to authorise or make payments;
 - (c) what you need to do to be reimbursed by us from your Quarterly Government Funds; and

- (d) how regularly we will make reimbursements (which you will need to take into account when agreeing to how soon you will pay an Third Party Provider after Services have been provided).
- (4) If under the Roles and Responsibilities you are responsible for verifying the amounts invoiced by service providers, you must only submit or authorise invoices you have verified or approved.
- (5) We may reject a reimbursement request or refuse to pay an Third Party Provider if:
 - (a) the Third Party Provider does not meet the requirements of this Agreement;
 - (b) you have not followed the procedures for engaging or paying an Third Party Provider;
 - (c) the Services provided were not allocated in and funded under your Budget or are not permitted under this Agreement;
 - (d) we require additional information or documentation to assess or verify a reimbursement or payment;
 - (e) there is insufficient funds available in your Quarterly Government Fund;
 - (f) we have insufficient information to verify that Services were provided; or
 - (g) the invoice was submitted more than 30 days after the Service was provided.
- (6) You are responsible for any late fees charged by Third Party Providers if a reimbursement or payment cannot be made by the Third Party Provider's due date for payment by reason of your acts or omissions.
- (7) References in this Agreement to us claiming from your Quarterly Government Funds include (and to the extent permitted by the Aged Care Act you authorise us to do the following):
 - (a) applying to the Government for available funding and supplements for you based on the Services and Care Management you receive; and
 - (b) allocating, claiming, paying or applying or deducting from available funding and supplements, amounts payable to us or third parties concerned with the provision of the Services or Care Management.

D10 Unspent HCP Funds

- (1) If you previously held a home care package under the HCP Program you may have Unspent HCP Funds.
- (2) We can choose how to manage any portion of the Unspent HCP Funds we hold, including returning the HCP Unspent Funds to you. The Government's portion of the Unspent HCP Funds can be used to pay for Services when permitted under the Aged Care Act.

D11 Monthly statement

- (1) In addition to your Budget, we will provide you with a monthly statement as required by the Aged Care Act setting out information about your Quarterly Budget and how it has been used including:
 - (a) the amounts of subsidy available for you during the quarter and the relevant month;
 - (b) any rollover credits received for you in respect that that quarter;
 - (c) a list of the Services you received during the month;
 - (d) how much was claimed from your Quarterly Government Funds during that month for Services;

- (e) the Service Contribution you paid towards the Services; and
 - (f) any other information the Aged Care Act requires us to include.
- (2) A monthly statement will be provided for each month, including partial periods, months when no Services are delivered and the month after Services cease, by no later than the last day of the following calendar month. You must promptly provide us with any information we require about the Services you have received so that we can prepare an accurate monthly statement.
- (3) We will inform you of and help you understand the monthly statements we provide.
- (4) We may estimate Prices for Services delivered by Third Party Providers or other third party suppliers in the monthly statement if we have not received their invoices. Any adjustments will be made in the monthly statement you receive after we actually receive the supplier invoice.

D12 How to pay your Service Contributions, Self-funded Service Fees and any other Fees

- (1) We will invoice you for amounts payable to us under this Agreement. Each invoice must be clear and in a format that is understandable.
- (2) You must pay your Service Contributions, Self-funded Service Fees and any other agreed Fees in the method and according to the cycle set out in the Agreement Details or notified to you.
- (3) If we require you to pay by direct debit for that purpose, you (or anyone else who has agreed to make payments on your behalf) must provide us with a direct debit authority in the form provided to you, unless we agree to another payment method. You must also update these authorities where required (for example, because your Service Contributions change).
- (4) On entering into this Agreement, you request and authorise us to debit the agreed Service Contribution from your nominated bank account or credit card using a third-party payment processor of our choice (such as EzyCollect, NAB, or PayRix or any alternate third-party payment processor(s)) and must sign a direct debit authority provided by us (including updating it, if requested by us). You acknowledge and agree that we may change our payment processor from time to time without requiring a new direct debit authority. You also authorise us to share your payment details with its payment processors solely for the purpose of facilitating these transactions. All debits will be subject to the terms and conditions of the relevant payment processor at the time of processing.
- (5) We will make deductions in accordance with the Payment Cycle or, if a payment date falls due on a weekend or a public holiday, the next business day. Payments will be deducted from your authorised account on those days.
- (6) You must not cancel or suspend the direct debit authority unless alternative payment arrangements (that we have agreed to) have been made.
- (7) If in any payment period you believe you will have insufficient funds in your nominated bank account when a payment is due, you must tell us immediately to avoid bank charges and make alternative payment arrangements. We will pass on any bank fees incurred under this clause to you.
- (8) Once this Agreement has ended, your direct debit authority must not be cancelled until all outstanding Service Contributions and Fees have been paid.

D13 Interest on late payments and costs if you default

- (1) If you don't pay your Service Contributions and Fees on time, we may, at our discretion, charge you interest on the unpaid amount at a rate equivalent to the MPIR at the time payment was due. Interest will be charged for the period over which payment was late, compounding monthly.

- (2) If you breach this Agreement, you must also pay or reimburse us all costs, charges, losses, expenses and damages we reasonably incur as a result of the breach if we ask you to.

D14 GST

- (1) All or most Services we provide will be GST-free because they are funded by Government. If you pay for Services that aren't funded by the Government they may still be GST-free under GST laws, including if the Services:
- (a) are part of your Care Plan and Budget; or
 - (b) are of a type the GST laws state are GST-free.
- (2) GST may apply where you pay for Services outside of your Support at Home Services, depending on the type of Services. You must pay any applicable GST or similar tax that is payable on or in connection with the Services at the time a taxable supply arises. You authorise us to charge any GST to your Quarterly Government Funds (or a component of them) where permitted by law, including the Aged Care Act.
- (3) To account for GST under GST laws you or we may need to be considered to act as an agent. We will let you know if that is permitted and necessary, and if so, the basis upon which:
- (a) we arrange or pay for your Services as your agent; or
 - (b) you arrange or pay for Services we reimburse you for as our agent.

Part E: Rights and Responsibilities

E1 Legal rights and obligations

- (1) You have rights and responsibilities at law, including under the Statement of Rights and the Australian Consumer Law.
- (2) On delivering Services we must take all reasonable and proportionate steps to act compatibly with your rights under the Statement of Rights, taking into account:
 - (a) competing or conflicting rights; and
 - (b) the rights and freedoms of others.
- (3) We have obligations at law, including under the Aged Care Act, the Aged Care Code of Conduct and the Australian Consumer Law as well as statutory duties in the Aged Care Act which are monitored by Government.

E2 Your right to information about your Support at Home Services

- (1) You are entitled to make informed decisions. You can ask us for more information to assist you to understand the decisions you can make in relation to the Services you receive, including making decisions about Services that best meet your goals and assessed care needs within the limits of your Quarterly Government Funds and other resources.
- (2) You can access records and information we hold about you or concerning this Agreement in accordance with the Aged Care Act. You can also authorise others permitted by the Aged Care Act to access those records and information and we will facilitate that in accordance with the Aged Care Act.
- (3) On request, we will provide you with a copy of your current Care Plan and Budget.
- (4) Within seven days of receiving a request, we will also give you:
 - (a) a clear and simple presentation of our financial position; and
 - (b) if we are required to prepare audited accounts under the *Corporations Act 2001* (Cth), a copy of the most recent version of our audited accounts or, if we are part of a broader organisation, a copy of the audited accounts of our aged care component.
- (5) We will also provide you with other financial information relevant to your Services, if you request it.

E3 Appointing an advocate, Supporter or other representative

- (1) You are entitled to be supported by an advocate or other person, including a Supporter.
- (2) You can also appoint a representative to act on your behalf, such as an attorney, guardian or financial manager.
- (3) A Supporter may with your consent do things such as:
 - (a) receive information about you; and
 - (b) communicate your decisions and preferences,

so long as they are registered with the System Governor and authorised to do so under the Aged Care Act. A Supporter cannot make decisions on your behalf.

- (4) You must:
- (a) tell us if your advocates, Supporters and/or authorised representatives change; and
 - (b) provide us with any information we reasonably require to verify who your advocates, Supporters and authorised representatives are and what they are authorised to do (or they must do so on your behalf).
- (5) If we have concerns about whether an advocate, Supporter or representative is fulfilling their duties we may:
- (a) raise our concerns with the Government;
 - (b) seek the appointment of a formal or different decision maker; and/or
 - (c) make changes to the way we interact with them, including how we handle or communicate information.

E4 Reviewing this Agreement

- (1) We will review this Agreement:
- (a) at least once every 12 months after the Start Day; and
 - (b) at your request,
- to consider whether any changes should be made to this Agreement.
- (2) You have an opportunity to participate in these reviews.
- (3) Any changes to this Agreement following a review must be made in accordance with clause E21.

E5 Preventing damage to your Home

- (1) We will take reasonable steps to prevent our personnel and/or third party provider third party provider from damaging your Home (including things in your Home) in the course of providing the Services (beyond fair wear and tear).
- (2) You accept that some damage may occur because of the existing state and condition of your Home (including pre-existing damage that may be exacerbated by the Services), any specific consumables you use or we provide and you accept and/or directions you give for the manner in which Services are undertaken or provided.
- (3) You must promptly let us know if you believe we have damaged your Home or things in your Home and allow us to verify the extent or nature of that damage.

E6 Providing a safe environment

- (1) You must assist us to ensure that our personnel and/or third party provider third party provider can work in a safe environment. For example, you must:
- (a) make sure your Home is safe to enter and free of hazards;
 - (b) make sure there is unobstructed access and adequate space for our personnel and/or third party provider to work in;
 - (c) not ask our personnel and/or third party provider third party provider to do hazardous manual tasks;

- (d) make sure things in your Home, including equipment, is safe, fully functioning and well maintained and use the equipment we provide to assist our personnel, such as lifting equipment;
 - (e) treat our personnel and/or third party provider and all third party providers with dignity and respect;
 - (f) not abuse, bully or harass our personnel and/or third party provider or third party providers or discriminate against them; and
 - (g) co-operate with our personnel and/or third party provider and third party providers.
- (2) You must assist us to ensure that we can provide a safe working environment by way of taking steps to ensure that your relatives, friends and visitors are aware of and comply with our expectations of you.

E7 Infection control

- (1) To assist us to manage infection risks you must provide us with any information we reasonably require about your immunisation history.
- (2) You must immediately tell us if:
- (a) you have any cold or flu-like symptoms, or any other infection that may put others at risk;
 - (b) you have been in contact with others who have an infection that may put you or others at risk; and
 - (c) you have been advised to take particular precautions in relation to your health or the health of others, including any requirement for you to limit or manage your contact with others in a particular way.
- (3) You must also follow any reasonable procedures we outline in connection with infection control.

E8 Suspending your Support at Home Services

- (1) You may suspend your Services on a temporary basis. For example, if you go on holiday or go into hospital, respite care or transitional care.
- (2) Some Services may also be suspended if you receive Short-term Supports.
- (3) We must continue to provide Care Management during your leave. We will continue to claim from the Government for the Care Management we deliver to you.
- (4) You must give us at least 2 business days' notice when you want to suspend your Services except in an emergency, in which case you must tell us as soon as reasonably practicable. If you do not tell us when you are going on leave, we may continue to charge for Services and Care Management we deliver during that period.
- (5) Your Government funding for Support at Home will cease when a total of four consecutive quarters (one year) and 60 days have passed since the end of the quarter from when the last Service was delivered.
- (6) We will notify you if we have not delivered a Service (other than Care Management) for more than a year.

E9 When we can suspend your Services

- (1) We may suspend your Services (in full or in part) if:
 - (a) we have any concerns about you self-managing your Support at Home Services and:
 - (i) we have outlined those concerns to you; and
 - (ii) you and we cannot agree on a way to address those concerns or the same issues or concerns keep arising;
 - (b) you do not meet your responsibilities under this Agreement including, but not limited to, your obligations under the Roles and Responsibilities and your obligation to pay your Service Contribution;
 - (c) your conduct towards our personnel and/or third party provider and/or access to your Home poses an unacceptable risk to the health, safety and/or the wellbeing of personnel or others; or
 - (d) for any other reason we are entitled or obliged to suspend Services under the Aged Care Act or we need to do so to respond to an event beyond our control and during that time we discharge our obligations under the Aged Care Act.
- (2) If we suspend your Services:
 - (a) we will only recommence providing Services if we are satisfied the events giving rise to the suspension have been addressed; and
 - (b) you must continue making payments to us, as if Services had been suspended by you.
- (3) If you or we are not satisfied with the basis upon which Services are to recommence after a period of suspension, you or we may terminate this Agreement in accordance with clause E18.

E10 Complaints and feedback and whistleblower protections

- (1) You are entitled to make a complaint and provide feedback about any aspect of the Services or Care Management you receive, without fear of reprisal. You are also entitled to enforce your rights including under the Australian Consumer Law.
- (2) You should promptly contact our designated complaints officer or any other member of staff if:
 - (a) you have a concern or complaint concerning:
 - (i) us;
 - (ii) the Services or Care Management we provide; or
 - (iii) our handling of personal information; or
 - (b) you want to provide feedback.
- (3) You can make a whistleblower report or disclosure to us, a police officer, an independent aged care advocate, the Department (or an official of the Department) or the Complaints Commissioner.
- (4) A copy of our current Complaints, Feedback and Whistleblower Policy(ies) are set out in Part M. We will let you know if these policies change (if they do, we must provide you with at least 14 days' notice of the change).

- (5) If you choose to make a complaint or provide feedback:
 - (a) you can withdraw that complaint or feedback in accordance with the Complaints, Feedback and/or Whistleblower Policy(ies); and
 - (b) relevant information may be shared with the System Governor.
- (6) You may refer your complaint to the Complaints Commissioner or any State or Territory advocacy service, consumer protection agency or any other relevant government body at any time. The Complaints Commissioner can be contacted on 1800 951 822. The contact details of the consumer protection agency in your State/Territory can be found on the Australian Competition & Consumer Commission website (www.accc.gov.au).
- (7) You may make a complaint about our handling of your Personal Information to the Office of the Australian Information Commissioner.
- (8) If you have a complaint:
 - (a) we can still claim for Care Management and other Services we provide from your Quarterly Government Funds; and
 - (b) you must continue to pay any applicable Service Contribution and Self-funded Service Fees.
- (9) You must tell us if you are having any issues with Third Party Providers or attending personnel.

E11 Consumer Advisory Body

- (1) Under the Aged Care Act, participants have an opportunity to join a Consumer Advisory Body.
- (2) We will provide you with information about how you can join a Consumer Advisory Body. Please contact us if you have any questions about this or would like more information about how to join.

E12 Prescriptions for Support at Home Services

- (1) Some Services may require a prescription by a suitably qualified health/allied health professional including:
 - (a) allied health professionals such as, occupational therapists, speech pathologists, physiotherapists and podiatrists;
 - (b) registered health professionals including registered nurses and general practitioners;
 - (c) Aboriginal and community health workers; and/or
 - (d) rehabilitation specialists.
- (2) If required, you must work with us to obtain a prescription by an allied health professional who we consider is suitably qualified to provide the necessary prescription.

E13 Evidence required by Government for us to claim funding

- (1) We may need to provide certain documentation to the Government to make a claim for Services we provide you. This may include invoices, prescriptions, quotes, contracts and photographs of any modifications to your Home.
- (2) You must provide us with any information we require to submit a claim for the Services we have provided and/or assist us to obtain the information we require.

- (3) You authorise to collect information for this purpose from any third party involved in the prescription or provision of Services to you under this Agreement.

E14 Privacy and protection of personal information

- (1) Under the Aged Care Act we must:
- (a) ensure the protection of your personal information;
 - (b) only use your personal information for a purpose:
 - (i) connected to the delivery of Services; or
 - (ii) for which the personal information was given to us;
 - (c) unless you consent we must not disclose your personal information to others, other than for a purpose:
 - (i) connected to the delivery of Services;
 - (ii) for which the personal information was given to us; or
 - (iii) of complying with an obligation under the Aged Care Act; and
 - (d) ensure your personal information is protected by security safeguards that are reasonable in the circumstances to take against the loss or misuse of information.
- (2) We recognise your right to personal privacy and guarantee that we will take all reasonable steps to protect the confidentiality of your Personal Information as far as legally permissible in accordance with Privacy Laws.
- (3) Our personnel and/or third party provider also have rights in relation to their privacy. On request, you must:
- (a) provide us with any information we reasonably require about devices in your Home that film or record personnel and/or their interactions with you; and
 - (b) comply with any reasonable policies we provide to you about how the presence of those devices and/or the filming or recording of personnel should be brought to their attention, which may include without limitation, installing signage in your Home.
- (4) Further information about the way we manage personal information is set out in our privacy policy. We may also provide you with other policies about how we handle Personal Information which should be read along with this Agreement.
- (5) You must contact us if you would like to see any of your Personal Information or if you have questions or complaints about the handling of your Personal Information.

E15 Uses of personal information you consent to

- (1) You consent to us using your Personal Information for the purposes of:
- (a) providing or procuring Services and Care Management;
 - (b) providing or procuring care and services at your Home as an incident of this Agreement or the other Services you receive, including any Short-term Supports;
 - (c) claiming and administering funding and supplements;

- (d) enabling internal administration, quality improvement processes, industry benchmarking and analysis, training, assessments, reviews and investigations into and notification and management of complaints, claims, serious incidents and reportable events; and
 - (e) any other use permitted by law.
- (2) We may need to disclose Personal Information to third parties who are concerned with or may be concerned with providing or procuring Services, including contractors. We may also disclose information to other third parties, including health professionals, advisors, insurers and regulatory authorities. You consent to us doing this. When we disclose Personal Information to third parties, we will seek to ensure it is handled appropriately.
- (3) We may need to request or access personal information about you from third parties to allow services to be provided to you, including your family, carers, representatives, Supporters, general practitioner, medical specialists, allied health providers and others involved in your care. You authorise us to request and access such information.
- (4) If you fail to provide us with the Personal Information we ask for, this may affect the fees and charges you are required to pay under this Agreement and the Services we provide.
- (5) You agree that we may consult with your representative and emergency contact person(s) (as advised to us) and that these individuals may speak on your behalf. On request, you must provide us with evidence of the authority your representative has to deal with or manage your affairs (or they must do so on your behalf).

E16 Indemnity and limitation of liability

- (1) To the extent permitted by law, we are not liable for and you must indemnify, keep indemnified and hold us harmless from and against any liability, claims, damages or expenses of any kind arising directly or indirectly in connection with:
- (a) Services being provided to you by a third party at your request or direction;
 - (b) us acting as your agent for the purposes of clause C9;
 - (c) any services provided to you after you enter into an agreement with another Support at Home Provider;
 - (d) the suspension of your Services or the termination of your Support at Home Services at your request or instigation;
 - (e) informal services provided to you by your family, neighbours or friends; and/or
 - (f) your failure to comply with this Agreement.
- (2) Except to the extent you are entitled to the benefit of one or more of the Consumer Guarantees, we do not provide any guarantees or warranties regarding the suitability, fitness or timing of the Services and Care Management provided under or in connection with this Agreement. To the extent permitted by law, our liability for a breach of a Consumer Guarantee and any other claim you may have under or in connection with this Agreement concerning inadequate or unsuitable Services and Care Management is limited to (at our option):
- (a) supplying the Service(s) and Care Management the subject of the claim again; or
 - (b) paying the cost of having the Service or Service(s) or Care Management the subject of the claim supplied again.

E17 Assignment

- (1) So long as we meet our obligations under the Aged Care Act, we may assign or novate all or part of our interest, rights and obligations under this Agreement to a third party. This means that if for example we transfer our government funded aged care operations to someone else, this Agreement will continue between you and the new provider unless you choose to have your Support at Home Services provided by someone else.
- (2) We will write to you if an assignment or novation is to occur. If we do, references in this Agreement to 'us' or 'we' will be taken to be references to the notified new provider, with the change to take effect from the date specified in the notice.
- (3) You may not assign or novate all or any part of your interest, rights or obligations under this Agreement.

E18 Ending this Agreement

- (1) You can end this Agreement and stop us being your Support at Home Provider by giving us at least 7 days' written notice.
- (2) We can end this Agreement and stop your Support at Home Provider by giving you at least 14 days' written notice if any of the following occur:
 - (a) you cannot be cared for in the community with the resources available to us;
 - (b) you notify us in writing that you wish to move to a location where we do not provide home care;
 - (c) you notify us in writing that you no longer wish to receive home care;
 - (d) your needs or condition changes to the extent that you no longer need home care or your needs as assessed by an Aged Care Assessment Team can be more appropriately met by other types of services or care;
 - (e) you have not paid your Service Contribution or Fees for a reason within your control and have not negotiated an alternative payment arrangement with us and you don't have an application for a Fee Reduction Supplement in place;
 - (f) you have intentionally caused serious injury to a staff member or
 - (g) you have intentionally infringed the right of one or more of our staff members or other attending personnel who provide the Services to work in a safe environment.

E19 What happens when this Agreement ends

- (1) When this Agreement ends:
 - (a) you must return to us or allow us to collect any of our property or documents provided to you, including any equipment we have lent you;
 - (b) we must provide you with a final monthly statement in accordance with the Aged Care Act;
 - (c) we are not obliged to process any more payments from service providers unless other arrangements have been made prior to this Agreement ending;
 - (d) we will retain and manage your health records and other Personal Information in accordance with our legal obligations;
 - (e) we must reconcile any HCP Funds we hold for you for the period prior to 1 September 2021 in accordance with the Aged Care Act. This means we will retain any unspent HCP Funds

for the period prior to 1 July 2015 and as otherwise permitted by the Aged Care Act following which, if there is a positive amount:

- (i) we will transfer any remaining unspent HCP Funds we hold, including any income tested fees (less any amounts you owe us) to the Government or your account managed by the Government; and
 - (ii) if we hold any other amounts you have paid in advance that are not to be transferred to the Government, we will refund those amounts (less any amounts you owe us) to you or your estate or transfer them your new provider under clause E20; and
 - (f) we will provide you and/or Government with any other notices, statements or information required under the Aged Care Act.
- (2) The termination of this Agreement does not relieve you of your obligation to pay any amounts which are unpaid or which are payable as an incident of this Agreement ending including:
- (a) to the extent permitted by the Aged Care Act, because your Quarterly Government Funds have a negative balance; or
 - (b) because you have unpaid Service Contributions and/or Self-funded Service Fees (whether because you have paid us late or because your Service Contribution Rates have changed).
- (3) If an amount you must pay can't be calculated at the time that payment would otherwise be due, we may claim, charge, retain or deduct such amount as we reasonably estimate will become due, until the actual amount has been determined. Once the actual amount has been determined, we will make any necessary adjustment or notify you of any additional amount you must pay.
- (4) The provisions of this Agreement dealing with payments, charging your Quarterly Government Funds, indemnities, limitation of liability, privacy and consequences of termination survive the end of this Agreement and may be enforced after this Agreement has ended.

E20 Transferring to a new registered provider

- (1) This clause applies if:
- (a) you are a pre-12 September 2024 care recipient and we hold HCP Funds for you; and
 - (b) you notify us within 56 days of us ceasing to be your Support at Home Provider that you are transferring your Support at Home services to another registered Support at Home Provider.
- (2) After reconciling your HCP Funds in accordance with clause E19(1)(e), we will transfer the balance of any HCP Funds we hold to the new Support at Home Provider and the Government (as applicable) within 70 days of us ceasing to provide you with Services or any other period prescribed by the Aged Care Act.
- (3) You authorise us to provide information to the new Support at Home Provider for this purpose.

E21 Variation of this Agreement

- (1) This Agreement can be varied by mutual consent, following adequate consultation between us and you. We do not need your consent if the variation is necessary to implement the GST Act and we have given you reasonable notice in writing about the Variation. However, we cannot vary this Agreement in a way that conflicts with applicable Laws, including the GST Act and the Aged Care Act.
- (2) If the Services are varied in accordance with this Agreement, this Agreement will continue to apply. If we stop providing Services, and you want us to start providing Services again, Services will be

provided pursuant to this Agreement, unless a variation or new terms are expressly agreed at the time.

- (3) When Prices change in accordance with clause D6, this Agreement will be applied with the updated rates.
- (4) If the Aged Care Act is changed in a way that affects this Agreement, for example, there is a change to our obligations as an aged care provider, this Agreement will be read subject to those changes. We will tell you if a change of law impacts you and speak to you about how this may affect you.

Part F: Definitions and General Provisions

F1 Definitions

Meanings apply to capitalised terms used in this Agreement as specified in this clause and any other expression used that is defined in the GST Act or the Aged Care Act and used in the manner contemplated in the GST Act or the Aged Care Act has that defined meaning, unless the context otherwise requires:

- (1) **Access Approval** means an access approval for Support at Home under the Aged Care Act, including as at the Date of this Agreement the Access Approval set out in Part H.
- (2) **Aged Care Act** means the *Aged Care Act 2024* (Cth), the *Aged Care Rules 2025* (Cth) and, to the extent relevant, the *Aged Care Act 1997* (Cth), the *Aged Care (Transitional Provisions) Act 1997* (Cth) and their associated regulations, rules and principles.
- (3) **Aged Care Code of Conduct** means the Aged Care Code of Conduct under the Aged Care Act establishing how we and our personnel and/or third party provider must treat you as a consumer, a copy of which is set out in Part G.
- (4) **Aged Care Quality Standards** means the aged care quality standards set out in the Aged Care Act.
- (5) **Agreement** means this agreement for the provision of Services and includes the cover page(s), the Agreement Details, the Parts and any associated documents issued under this agreement. It also includes any Variation(s) that are made to this Agreement.
- (6) **Agreement Details** means the details at the start of this Agreement.
- (7) **Alternative Price Acknowledgement** means any agreement or acknowledgement between us and you concerning the Alternative Charges to apply in connection with this Agreement.
- (8) **Alternative Prices** means the Prices negotiated and agreed instead of our Authorised Prices for the applicable Services as set out in this Agreement, an Alternative Price Acknowledgement, your Budget or any other notification or acknowledgement regarding the fees and charges payable for Services, subject to any Variation.
- (9) **AT-HM** means assistive technology and home modifications.
- (10) **AT-HM Scheme** means the AT-HM scheme under the Aged Care Act.
- (11) **AT-HM Services** means assistive technology and/or home modifications services under the AT-HM Scheme.
- (12) **AT Services** means equipment and products specified in the Aged Care Act for the AT-HM Scheme.
- (13) **Australian Consumer Law** means the law set out in in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- (14) **Authorised Price List** means of the Prices you and we have agreed can be charged, being as at the Date of this Agreement as set out in Part L and if applicable the Agreement Details.
- (15) **Authorised Prices** means the Prices for Services and Care Management and other amounts set out in our Authorised Price List, subject to any Variation.
- (16) **Available Quarterly Government Funds** means at the relevant time the balance of Quarterly Government Funds available, minus the Care Management Allocation, and including any amounts carried over from a prior quarter in accordance with the Aged Care Act.

- (17) **Budget** means an individualised budget developed in partnership with you which sets out government subsidies available to you, the Prices we will charge for the Services we expect to provide and any Self-funded Service Fees you have agreed to pay.
- (18) **Care Management** means the management of Services to ensure your care and support needs are met on an ongoing basis, as prescribed in the Aged Care Act.
- (19) **Care Management Allocation** means the portion of your Quarterly Government Funds that the Government sets aside for the Care Management we provide.
- (20) **Care Management Fee** means the amount the Government will pay us for providing Care Management from your Care Management Allocation, including if applicable, a Care Management Supplement.
- (21) **Care Management Supplement** means an extra supplement that you may be eligible for under the Aged Care Act in relation to Care Management and that is paid to us for providing you with the additional Care Management services you may need.
- (22) **Care Partner** means the person(s) nominated to oversee your Services as specified in the Agreement Details or as otherwise advised to you.
- (23) **Care Plan** means your care plan setting out the Services you will receive that we develop in consultation with you as set out in as updated from time to time.
- (24) **Classification** means a classification that can be assigned to participants that are approved to receive Support at Home under the Aged Care Act, which determines the level of available funding, including ongoing classifications and short-term classifications.
- (25) **Clinical Supports** means those Services which are prescribed as falling in the clinical supports means testing category in the Service List.
- (26) **Common Price List** means the price list we are required to publish on our website showing the prices we have most frequently charged for services in the Service List over a prior period. This is different to our Authorised Price List.
- (27) **Complaints, Feedback and/or Whistleblower Policy(ies)** means the policy or policies set out in Part M and/or any additional or replacement policy or policies notified by us in relation to the management or regulation of complaints, feedback and/or whistleblower protections in connection with the provision of Services.
- (28) **Complaints Commissioner** means the Aged Care Complaints Commissioner established under the Aged Care Act (or any successor).
- (29) **Consumer Advisory Body** means a consumer advisory body established by us in relation to the Services you receive and the area in which they are provided, for the purposes of the Aged Care Act.
- (30) **Consumer Guarantees** means the guarantees set out in Division 1 of Part 3.2 of the Australian Consumer Law.
- (31) **Date of this Agreement** means the date set out in the Agreement Details or if no date is specified, the date on which we and you have executed this Agreement, or if you do not execute this Agreement, the date on which this Agreement is deemed to apply.
- (32) **Department** means the Commonwealth Department of Health, Disability and Ageing or any successor or substitute Commonwealth government department or instrumentality under the Aged Care Act.

- (33) **End-of-Life Care** means Services we may agree to provide under the short-term End-of-Life Pathway.
- (34) **End-of-Life Care Partner** means your Care Partner or any other person we allocate to you to coordinate your End-of-Life Care Services if we agree to provide you with End-of-Life Care.
- (35) **End-of-Life Care Plan** means a specific care plan that will be developed for you under the End-of-Life Pathway if we agree to provide those Services.
- (36) **End-of-Life Pathway** means additional funding the Government may provide to you to support you during your end-of-life if you are eligible.
- (37) **End Date** means:
 - (a) the date on which this Agreement is ended; or
 - (b) in the case of any agreed Short-term Supports, the end of the applicable funding period.
- (38) **Estimated Completion Date** means the date that we estimate your restorative care episode will be completed as set out in Part J or as otherwise set out in writing.
- (39) **Fee Reduction Supplement** means the fee reduction supplement as set out in the Aged Care Act, including under section 231 of the Aged Care Act and section 231-15 of the Aged Care Rules.
- (40) **Fees** means the costs, fees, charges and other amounts:
 - (a) payable by you to us under this Agreement, including the Self-funded Service Fees; or
 - (b) which we can claim from or charge to the Government in connection with the provision of Services.
- (41) **Goal Plan** means a plan we will develop for you if we agree to provide you with Services under the short-term Restorative Care Pathway as set out in Part J.
- (42) **Government** includes government departments and agencies who oversee or administer matters relevant to the provision of Services, including the Commissioner, Services Australia, Department of Veterans' Affairs, Department of Health, Disability and Ageing and the System Governor (as the context permits).
- (43) **GST** means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.
- (44) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (45) **Hardship Supplement** means a supplement we may receive from the Government if you have been approved for hardship under the Aged Care Act.
- (46) **HCP Funds** means any funds we may hold for you for the period prior to 1 September 2021 under the HCP Program.
- (47) **HCP Program** means the home care packages program under the *Aged Care Act 1997* (Cth).
- (48) **HM Services** means the services in the service type home adjustments as set out in the Aged Care Act for the AT-HM Scheme.
- (49) **Home** means the place specified in the Agreement Details where we will provide you with Services (unless otherwise agreed).
- (50) **Independence Supports** means those Services which are prescribed as falling in the independence means testing category in the Service List.

- (51) **Laws** means all relevant State, Territory and Commonwealth laws and regulations and where the context requires, includes all Government policies applicable to the delivery of the Services.
- (52) **MPIR** means the maximum permitted interest rate under the Aged Care Act at the applicable time.
- (53) **Part** means a section of this Agreement with the heading 'Part'.
- (54) **Participant** means:
 - (a) **you**, being the individual specified in the Agreement Details who is to receive Services under this Agreement; and
 - (b) includes where the context permits, your authorised representative(s).
- (55) **Payment Cycle** means the manner or intervals when fees and charges are payable to us, as set out in the Agreement Details or agreed or, if no cycle is specified, monthly, or in the case of an amount which is not payable at regular intervals, including a change to your Service Contribution and Fees, on demand and on this Agreement ending, means the date this Agreement ends.
- (56) **Payment Method** means the method by which payments are to be made by you under this Agreement, as set out in the Agreement Details or agreed, without deduction or set-off unless a deduction or set-off is authorised under the Aged Care Act.
- (57) **Personal Information** means information about you and includes personal, sensitive or health information of or about you within the meaning of the Privacy Laws.
- (58) **Prices** means the Fees and charges for the Services which are charged by us, our Third Party Providers or any other suppliers, including the Care Management Fee. This includes the Fees and charges in our Authorised Price List, any other agreed Fees and any other charges set out in your Budget or any other notification or acknowledgement regarding the Fees and charges payable for Services. These amounts may be increased from time to time in accordance with this Agreement. Any Prices quantified in the Agreement Details may be estimates for Budget purposes with the amount payable to be determined in accordance with this Agreement.
- (59) **Privacy Laws** means, to the extent applicable, the *Privacy Act 1988* (Cth) and equivalent State/Territory Laws concerning the handling of personal, health or sensitive information and their respective Australian Privacy Principles, Information Privacy Principles and Health Privacy Principles.
- (60) **Quarterly Government Funds** means the total amount of Government funds allocated and available for Services under your Support Plan each quarter, including any carry over that is permitted under the Aged Care Act.
- (61) **Registered Provider** means the registered provider specified in the Agreement Details or any notified any assignee and 'we', 'us' and 'our' have a corresponding meaning.
- (62) **Restorative Care Pathway** means the restorative care pathway under the Aged Care Act.
- (63) **Roles and Responsibilities** means the roles and responsibilities you and we have in connection with your Support at Home Services. The initial roles and responsibilities are set out in Part B but these will change to reflect agreed changes to the manner in which your Support at Home Services are managed and Part B will be taken to include any additional or replacement statement of roles and responsibilities we provide to you to reflect a change under this Agreement.
- (64) **Self-Managed** means the client electing, and has been determined by us as suitable, to undertake the roles and responsibilities for their care as outlined by Section B1 of this agreement.##.

- (65) **Self-Managed Fully Co-ordinated** means the client electing, and has been determined by us as suitable, to undertake the roles and responsibilities for their care as outlined by Section B1 of this agreement ##.
- (66) **Self-Managed option** means the option of choosing whether to be Self-Managed or Self-Managed Fully Co-ordinated, with your initial management choice being as set out in the Agreement Details.
- (67) **Self-funded Services** mean Services that you want to receive and which we agreed to provide in addition to the Services funded by or provided for in your Quarterly Government Funds and Support Plan.
- (68) **Self-funded Service Fee** means each Price you choose to and must pay, at agreed intervals, to receive Self-funded Services.
- (69) **Service Contribution** means the contribution you are required to pay towards a Service funded by Government based on your means, which is the maximum contribution you can or must make under the Aged Care Act, calculated in accordance the Aged Care Act.
- (70) **Service Contribution Rate** means the rate that is used and applied by Services Australia to determine the Service Contribution you must make.
- (71) **Services** means those products and services we or an Associated Provide to you under this Agreement, including Care Management.
- (72) **Service List** means the then Current service list for Support at Home under the Aged Care Act, which as at the date of preparing this Agreement is the service list set out in Part N.
- (73) **Service Period** means:
- (a) the duration of the period commencing on the Start Day and ending on the End Date; and
 - (b) in the case of Short-term Supports provided in the course of that period, means the period over which the Short-Term Supports are to be provided.
- (74) **Short-term Supports** means Classification for one of the three short term supports or pathways under Support at Home, being for Restorative Care, End-of-Life Care or AT-HM.
- (75) **Start Day** means:
- (a) the date we will start providing Services to you under this Agreement, as specified in the Agreement Details, or any other date we start providing Services to you under this Agreement, which is also the date this Agreement commences; and
 - (b) in the case of Short-term Supports provided after that day, the agreed start day for those Short-term Supports.
- (76) **Statement of Rights** means the Statement of Rights under the Aged Care Act, which as at the date of preparing this Agreement is in the form set out in Part A.
- (77) **Support at Home** means the Support at Home program funded under the Aged Care Act.
- (78) **Support at Home Provider** means the registered provider who is responsible for the provision of care management and services to you under Support at Home.
- (79) **Support at Home Services** means Services under the Support at Home program including Short-term Supports.
- (80) **Support at Home Transition Contribution Rates** are the Contributions that you may be required to pay if you are a Pre-12 September 2024 Care Recipient as set out in the Aged Care Act.

- (81) **Support Plan** means the Support at Home support plan prepared by the Government for you from time to time.
- (82) **Supporter** means a person or people who are authorised to act as your supporter under the Aged Care Act.
- (83) **System Governor** means the Secretary of the Department.
- (84) **Third Party Provider** means a service provider engaged by you or us to provide services to you under this Agreement.
- (85) **Unspent HCP Funds** means any unspent funds you had under the HCP Program prior to the commencement of the Support at Home program which are to be retained and used under the Aged Care Act for the Support at Home program.
- (86) **Variation** means any change made pursuant to or in accordance with the Agreement and any other variation agreed by us and you or which you are taken to have agreed to.
- (87) **Wrap-around and Coordination Services** means wrap-around and/or coordination services we may agree to provide to you, if we agree to provide you with AT-HM Services.

F2 General Provisions

- (1) This Agreement is subject to any Extra Conditions in the Agreement Details. If there is an inconsistency between an Extra Condition and another provision of this Agreement, the Extra Condition prevails.
- (2) This Agreement is to be read in conjunction with and subject to any part of the Aged Care Act which regulates our dealings.
- (3) If there is an inconsistency between the Roles and Responsibilities and our obligations under the Aged Care Act, our obligation under the Aged Care Act overrides the Roles and Responsibilities and will be discharged by us.
- (4) If any one or more of the provisions of this Agreement are found to be illegal, void or voidable by any judicial or other competent authority, those provisions must be severed from the Agreement and the remaining provisions of this Agreement will remain in effect.
- (5) If any one or more of the provisions of this Agreement would result in you being treated less favourably in relation to any matter than you would otherwise be treated, under any law of the Commonwealth, in relation to that matter, such provisions are to be read subject to that law.
- (6) Any delay or failure by you or us to exercise a right or enforce an obligation doesn't prevent you or us from relying on this Agreement.
- (7) Reference to a statute, code or other law includes regulations, principles, standards and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them and all statutory instruments issued under any of them.
- (8) Any guide or explanatory materials provided to you in conjunction with this Agreement don't form part of this Agreement.
- (9) We may estimate or calculate monthly amounts on the basis of a set number of days in a month (for example, 31 or 30 days). This may mean that the amount payable for a month varies having regard to the actual number of days in the month.
- (10) This Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument. This Agreement may be executed by hand and delivered

by email to the other party in a 'pdf' data file, or other image file. Execution and delivery in that format will be valid and binding as if the 'pdf' copy is an original.

- (11) We may elect to and/or require you to execute and exchange this Agreement electronically in which case:
- (a) you must comply with the processes and instructions we provide;
 - (b) a printed or an electronic form of this Agreement with a party's electronic signature(s) appearing will constitute an executed counterpart; and
 - (c) the date, time and location of the electronic execution will be established by us or the utilised electronic execution system.
- (12) Any person who executes this Agreement on behalf of the Participant warrants that they are authorised to bind the Participant to this Agreement, and all Parts of this Agreement apply to the Participant, irrespective of any limitations in the authority of the representative or any disclosure made to us about the authority of the representative.
- (13) This Agreement is governed by and interpreted in accordance with the Laws of the State/Territory in which we provide you with Services. A reference to a business day means a business day in that State or Territory, being a day other than a public holiday or weekend.
- (14) Any notice received by us after 4:00 pm (AEST) on a business day or on a public holiday or weekend is taken to be given and received on the next business day (unless the Aged Care Act sets out when such notice is received).
- (15) Subject to our obligations under the Aged Care Act, if the Support at Home program is replaced, we will let you know if we will keep providing services under this Agreement. If a new agreement is required, we will consult with you about how we can continue providing services.

Part G: Aged Care Code of Conduct

- (1) The following applies to us, as the Registered Provider, our responsible persons and aged care workers.
- (2) When providing care, supports and services to people, I must:
 - (a) act with respect for people's rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions; and
 - (b) act in a way that treats people with dignity and respect, and values their diversity; and
 - (c) act with respect for the privacy of people; and
 - (d) provide care, supports and services in a safe and competent manner, with care and skill; and
 - (e) act with integrity, honesty and transparency; and
 - (f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of care, supports and services; and
 - (g) provide care, supports and services free from:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
 - (ii) sexual misconduct; and
 - (h) take all reasonable steps to prevent and respond to:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
 - (ii) sexual misconduct.

Part H: Access Approval

Not Applicable – Transitional Home Care Package Client

Part I: AT-HM Services

If you have been approved AT-HM Funding and we agree to provide you with AT Services and/or HM Services under this Agreement, the following part of this Agreement applies. We can fill in the details in this Part when we prepare this Agreement (if we have the relevant details) or complete, confirm or tell you the details set out below, once we have the necessary information.

| Key Details | | | |
|--|--|-------|---|
| Start Day for AT-HM Supports: | | | |
| End Date for AT-HM Supports (which is also when the agreement under this Part to provide AT-HM Supports ends): | | | |
| <input type="checkbox"/> Assistive Technology (Equipment and Products) | | | |
| Your AT Funding Tier is: | <input type="checkbox"/> \$500 <input type="checkbox"/> \$2,000 <input type="checkbox"/> \$15,000 <input type="checkbox"/> Other: _____ <i>Higher amounts for AT may be approved with a prescription</i> <input type="checkbox"/> Rural and remote supplement for Participants living in MMM 6 or 7 | | |
| Services, Fees and Prices | | | |
| AT Equipment and Products we have agreed to provide | Description | Price | Third Party Provider? |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| Prescription required? | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| Wrap-around Services | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| Administration Fee | <input type="checkbox"/> Yes <input type="checkbox"/> No | % | |
| How the AT-Services will be funded | | | |
| Estimated amount to be charged to HCP Funds (if any) | | \$ | |
| Estimated amount to be charged to Support at Home Budget (if any) | | \$ | |
| Contributions | AT-HM Services attracts a Contribution Rate equivalent to the Independence Category. | % | |
| | <input type="checkbox"/> Fee Reduction Supplement | | |

| | | | |
|--|---|-------|---|
| <input type="checkbox"/> Home Modifications (Home Adjustments) | | | |
| <input type="checkbox"/> Home Modifications | Your HM Funding Tier <input type="checkbox"/> \$500 <input type="checkbox"/> \$2,000 <input type="checkbox"/> \$15,000 <input type="checkbox"/> Rural and remote supplement for Participants living in MMM 6 or 7 | | |
| Coordination Fee | <input type="checkbox"/> Yes <input type="checkbox"/> No | % | |
| Services details and Prices | | | |
| Home Modifications we have agreed to provide | Service | Price | Third Party Provider? |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| Prescription | | \$ | <input type="checkbox"/> Y <input type="checkbox"/> N |
| Coordination Fee | <input type="checkbox"/> Yes <input type="checkbox"/> No | % | |
| Funding for HM -Services | | | |
| Estimated amount to be charged to HCP Package (if any) | | \$ | |
| Estimated amount to be charged to Support at Home Budget (if any) | | \$ | |
| Contributions | AT-HM Services attracts a Contribution Rate equivalent to the Independence Category. | % | |
| | <input type="checkbox"/> Fee Reduction Supplement | | |

11 Responsibility for equipment and modifications

- (1) If you receive additional supplements to purchase equipment or carry out modifications to your Home, you are responsible for any associated and ongoing maintenance and dealing with any supplier if the equipment or modifications are defective. You may have rights against a supplier under the Australian Consumer Laws.
- (2) Depending upon the nature or scope of Home Modifications, you and we may need to enter into an agreement with a supplier or contractor to record certain rights and responsibilities in relation to building works.

12 Additional Wrap-around and Coordination Services

- (1) The Aged Care Act may limit the amount we can charge to your AT Budget for Wrap-around and Co-ordination Services. As at the date of preparing this Agreement, the amount we can charge for:
 - (a) AT Services, is limited to \$500 or 10% of the Costs of your AT Services (whichever is less); and

- (b) HM Services, is limited to \$1,500 or 15% of the Costs of your HM Services (whichever is less).
- (2) If you require additional Wrap-around and Coordination Services, you agree that we can claim these costs from:
 - (a) unspent funds in your HCP Funds (if you have any); or
 - (b) your Budget for Support at Home.

I3 Contributions

- (1) You agree to pay the applicable Service Contributions that apply to the Services you receive under the AT-HM Scheme. Unless otherwise agreed, Service Contributions will be payable as per the Payment Cycle and by direct debit unless otherwise agreed.

I4 End Date and time-limit

- (1) We will cease delivering AT-HM Services to you on the date set out in the Key Details of this Part or any other agreed date or date on which this Agreement ends.
- (2) You acknowledge that funding under the AT-HM Scheme is time limited and must be spent, not just committed, within a 12 month period unless the Government approves an extension.
- (3) You must cooperate with us to ensure we can provide the AT-HM Services in the necessary timeframe.
- (4) If we anticipate that we will not be able to provide the AT-HM Services within the relevant time period, you agree to submit an application for an extension if we ask you to.
- (5) If you do not assist us to complete the AT-HM Services in this timeframe and you do not obtain an extension, you will be personally liable for any costs we incur in seeking to procure the AT-HM Services on your behalf.

Part J: Restorative Care

If you are approved for Restorative Care Funding under the Restorative Care Pathway and we agree to provide you with Restorative Care Services, the following part of this Agreement applies. We can fill in the details in this Part when we prepare this Agreement (if we have the relevant details) or complete, confirm or tell you the details set out below, once we have the information we need.

| Episode Dates | |
|---------------------------|--|
| Start Day | |
| Estimated Completion Date | |

| Funding for Restorative Care | |
|--|---|
| Restorative Care Funds | <input type="checkbox"/> \$6,000 <input type="checkbox"/> Other _____ (If your Restorative Care Budget is \$6,000 but we determine that additional services are required within the 12-week period, we can seek approval for up to an additional \$6,000 to be used within that period) |
| Agreed Restorative Care Management Fee | |

| Services to be delivered | | | | |
|--------------------------|-----------|----------------|-----------------------|-------|
| Service | Frequency | Expected dates | Third Party Provider? | Price |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

J1 Care Management under Restorative Care

- (1) Notwithstanding other terms in this Agreement, there is no specific limit or amount deducted from the budget for Care Management under the Restorative Care Pathway.

J2 Goal Plan

- (1) Your Restorative Care Partner will work with you to develop an individualised Goal Plan and Budget which must be finalised before the Restorative Care Start Date.
- (2) Your Goal Plan:
- (a) replaces the care plan required for ongoing Support at Home Services or any or any prior goal plans from previous Restorative Care episodes;
 - (b) must be finalised before the Start Day; and
 - (c) will be reviewed in accordance with the Aged Care Act.
- (3) We will review your Support Plan and any other existing care plans (for ongoing Support at Home Services) or previous goal plans (from previous restorative care episodes), if available.

- (4) Your Goal Plan must include:
- (a) the Start Day and Estimated Completion Date of the episode;
 - (b) your needs, specific goals, preferences and existing supports which have all been drawn from your Support Plan developed during the aged care assessment;
 - (c) any other services or supports you are receiving to help support meeting the goal;
 - (d) any risks identified through assessments of the you or your Home;
 - (e) the specified services to be delivered including the frequency and expected dates of delivery;
 - (f) the budget for the episode; and
 - (g) the process for monitoring and evaluating the episode including any assessment tools and measures to be used by the multidisciplinary team and the dates of evaluation.

Part K: End-of-Life Care

If you are approved for funding under the End-of-Life Pathway and we agree to provide you with End-of-Life Care, the following part of this Agreement applies. We can fill in the details in this Part when we prepare this Agreement (if we have the relevant details) or complete, confirm or tell you the details set out below, once we have the information we need.

| Period | |
|--|--|
| Start Day | |
| End Date (which is also when the agreement under this Part to provide End-of-Life Care ends) | |

K1 Period

- (1) Your End-of-Life Funding will be available for a maximum period of 16 weeks from the Start Day outlined above.
- (2) If you require services after this time, you can:
 - (a) access Unspent HCP Funds, if available; and/or
 - (b) work with us to request an urgent Support Plan review to move to an ongoing Support at Home Classification.

K2 Care Plan

- (1) Your End-of-Life Care Partner will work with you to design an End-of-Life Care Plan.

K3 Contributions

- (1) You agree to pay the applicable Contributions that apply to the Services you receive under the End-of-Life Pathway. Payments must be made in accordance with the Payment Cycle.

Part L: Authorised Price List

| Service Group: Home Support | Unit | Weekday (Standard Business Hours) | Weekday (Outside Standard Business Hours) | Saturday | Sunday | Public Holiday | Supplied by Associated Provider |
|--|-------------|--------------------------------------|--|----------|----------|----------------|---------------------------------|
| Clinical Supports - Nursing Care | | | | | | | |
| Registered Nurse | Hour | \$250.00 | \$375.00 | \$375.00 | \$500.00 | \$625.00 | Yes |
| Enrolled Nurse | Hour | \$220.00 | \$330.00 | \$330.00 | \$440.00 | \$550.00 | Yes |
| Nursing Assistant | Hour | \$170.00 | \$255.00 | \$255.00 | \$340.00 | \$425.00 | Yes |
| Nursing Care Consumables | Actual Cost | | | | | | |
| Clinical Supports - Allied health and other therapeutic services | | | | | | | |
| Aboriginal and Torres Strait Islander health practitioner | Hour | \$305.00 | \$457.50 | \$457.50 | \$610.00 | \$762.50 | Yes |
| Aboriginal and Torres Strait Islander health worker | Hour | \$305.00 | \$457.50 | \$457.50 | \$610.00 | \$762.50 | Yes |
| Allied health therapy assistant | Hour | \$190.00 | \$285.00 | \$285.00 | \$380.00 | \$475.00 | Yes |
| Counsellor or Psychotherapist | Hour | \$325.00 | \$487.50 | \$487.50 | \$650.00 | \$812.50 | Yes |
| Dietitian or Nutritionist | Hour | \$310.00 | \$465.00 | \$465.00 | \$620.00 | \$775.50 | Yes |
| Exercise physiologist | Hour | \$295.00 | \$442.50 | \$442.50 | \$590.00 | \$737.50 | Yes |
| Music Therapist | Hour | \$305.00 | \$457.50 | \$457.50 | \$610.00 | \$762.50 | Yes |
| Occupational Therapist - Standard consultation | Hour | \$310.00 | \$465.00 | \$465.00 | \$620.00 | \$775.50 | Yes |
| Physiotherapist | Hour | \$285.00 | \$427.50 | \$427.50 | \$570.00 | \$712.50 | Yes |
| Podiatrist | Hour | \$280.00 | \$420.00 | \$420.00 | \$560.00 | \$700.00 | Yes |
| Psychologist | Hour | \$355.00 | \$532.50 | \$532.50 | \$710.00 | \$887.50 | Yes |
| Social worker | Hour | \$310.00 | \$465.00 | \$465.00 | \$620.00 | \$775.00 | Yes |
| Speech pathologist | Hour | \$325.00 | \$487.50 | \$487.50 | \$650.00 | \$812.50 | Yes |

| Service Group: Home Support | Unit | Weekday (Standard Business Hours) | Weekday (Outside Standard Business Hours) | Saturday | Sunday | Public Holiday | Supplied by Associated Provider |
|--|-------------|--------------------------------------|--|----------|----------|----------------|---------------------------------|
| Clinical Supports - Nutrition | | | | | | | |
| Prescribed Nutrition | Actual Cost | | | | | | |
| Clinical Supports - Care management | | | | | | | |
| Home support care management | Hour | \$120.00 | NA | NA | NA | NA | No |
| Restorative care management | Hour | \$150.00 | NA | NA | NA | NA | No |
| Independence - Personal care | | | | | | | |
| Assistance with selfcare and activities of daily living | Hour | \$155.00 | \$232.50 | \$232.50 | \$310.00 | \$387.50 | Yes |
| Assistance with the self administration of medication | Hour | \$155.00 | \$232.50 | \$232.50 | \$310.00 | \$387.50 | Yes |
| Continence management (non-clinical) | Hour | \$155.00 | \$232.50 | \$232.50 | \$310.00 | \$387.50 | Yes |
| Independence - Therapeutic services for independent living | | | | | | | |
| Acupuncturist | Hour | \$255.00 | \$382.50 | \$382.50 | \$510.00 | \$637.50 | Yes |
| Chiropractor | Hour | \$255.00 | \$382.50 | \$382.50 | \$510.00 | \$637.50 | Yes |
| Diversional therapist | Hour | \$255.00 | \$382.50 | \$382.50 | \$510.00 | \$637.50 | Yes |
| Remedial masseuse | Hour | \$235.00 | \$352.50 | \$352.50 | \$470.00 | \$587.50 | Yes |
| Art therapist | Hour | \$255.00 | \$382.50 | \$382.50 | \$510.00 | \$637.50 | Yes |
| Osteopath | Hour | \$255.00 | \$382.50 | \$382.50 | \$510.00 | \$637.50 | Yes |
| Independence - Respite | | | | | | | |
| Respite care | Hour | \$155.00 | \$232.50 | \$232.50 | \$310.00 | \$387.50 | Yes |
| Independence - Social support and community engagement | | | | | | | |
| Group social support | Hour | \$155.00 | \$232.50 | \$232.50 | \$310.00 | \$387.50 | Yes |
| Individual social support | Hour | \$155.00 | \$232.50 | \$232.50 | \$310.00 | \$387.50 | Yes |
| Accompanied activities | Hour | \$155.00 | \$232.50 | \$232.50 | \$310.00 | \$387.50 | Yes |
| Digital education and support | Hour | \$155.00 | \$232.50 | \$232.50 | \$310.00 | \$387.50 | |
| Assistance to maintain personal affairs | Hour | \$155.00 | \$232.50 | \$232.50 | \$310.00 | \$387.50 | Yes |
| Expenses to maintain personal affairs | Actual Cost | | | | | | |

| Service Group: Home Support | Unit | Weekday (Standard Business Hours) | Weekday (Outside Standard Business Hours) | Saturday | Sunday | Public Holiday | Supplied by Associated Provider |
|---|-----------------------------|--------------------------------------|--|-----------|----------|----------------|---------------------------------|
| Independence - Transport | | | | | | | |
| Direct transport (driver and car provided) | | | | | | | |
| 0 - 10km | Per trip | \$25.00 | \$37.50 | \$37.50 | \$50.00 | \$62.50 | Yes |
| 11 - 30km | Per trip | \$45.00 | \$67.50 | \$67.50 | \$90.00 | \$112.50 | Yes |
| 31 - 60km | Per trip | \$70.00 | \$105.00 | \$105.00 | \$140.00 | \$175.00 | Yes |
| 61 - 100km | Per trip | \$120.00 | \$180.00 | \$180.00 | \$240.00 | \$300.00 | Yes |
| Indirect transport (taxi or rideshare service vouchers) | Per trip | Actual Cost | | | | | |
| Everyday Living - Domestic assistance | | | | | | | |
| General house cleaning | Hour | \$150.00 | \$ 225.00 | \$ 225.00 | \$300.00 | \$375.00 | Yes |
| Laundry services | Hour | \$150.00 | \$ 225.00 | \$ 225.00 | \$300.00 | \$375.00 | Yes |
| Shopping assistance | Hour | \$150.00 | \$ 225.00 | \$ 225.00 | \$300.00 | \$375.00 | Yes |
| Everyday Living - Home maintenance and repairs | | | | | | | |
| Gardening | Hour | \$160.00 | \$240.00 | \$240.00 | \$320.00 | \$400.00 | Yes |
| Home support care management | Hour | \$160.00 | \$240.00 | \$240.00 | \$320.00 | \$400.00 | Yes |
| Restorative care management | Actual Cost | | | | | | |
| Everyday Living - Meals | | | | | | | |
| Meal delivery | Meal | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | Yes |
| Meal preparation | Hour | \$150.00 | \$225.00 | \$225.00 | \$300.00 | \$375.00 | Yes |
| Service Group: Assistive Technology | | | | | | | |
| Assistive Technology | Provider Administration Fee | | 10% of the item/item bundle cost or up to \$500 (whichever is lower) | | | | |
| Service Group: Home Modifications | | | | | | | |
| Home Modifications | Provider Coordination Fee | | 15% of the quoted cost or up to \$1,500 (whichever is lower) | | | | |

Part M: Complaints, Feedback and/or Whistleblower Policy(ies)

Transitional Home Care Package Client.

Complaints, Feedback and Whistleblower Policies were not published by the Commonwealth at time of service agreement signing.

Trilogy care will provide these as soon as practicable through:

1. Publishing them on the Trilogy Care website; and
2. Providing a copy to the Care Recipient as soon as practicable.

Trilogy Care's Complaints and Feedback policies and procedure can be found on our website www.trilogycare.com.au

Part N: Support at Home Service List

| Participant contribution category | Service type | Services | In scope | Out of scope |
|---|--|---|---|---|
| Clinical supports Specialised services to maintain or regain functional and/or cognitive capabilities. Services must be delivered directly, or be supervised, by university qualified or accredited health professionals trained in the use of evidence-based prevention, diagnosis, treatment and management practices to deliver safe and quality care to older people. | Nursing care | <ul style="list-style-type: none"> Registered nurse Enrolled nurse Nursing assistant Nursing care consumables Providers may apply for the supplementary Oxygen Supplement for Aged Care through Services Australia for eligible participants | <ul style="list-style-type: none"> Community based nursing care to meet clinical care needs such as: <ul style="list-style-type: none"> assessing, treating and monitoring clinical conditions administration of medications wound care, continence management (clinical) and management of skin integrity education specialist service linkage. | <ul style="list-style-type: none"> Subsidised through other programs: <ul style="list-style-type: none"> services more appropriately funded through other systems (e.g., health or specialist palliative care). |
| | Allied health and other therapeutic services | <ul style="list-style-type: none"> Aboriginal and Torres Strait Islander health practitioner Aboriginal and Torres Strait Islander health worker Allied health therapy assistant Counsellor or psychotherapist Dietitian or nutritionist Exercise physiologist Music therapist Occupational therapist Physiotherapist Podiatrist Psychologist Social worker Speech pathologist | <ul style="list-style-type: none"> Assistance for an older person to regain or maintain physical, functional and cognitive abilities which support them to remain safe and independent at home. Assistance may include a range of clinical interventions, expertise, care and treatment, education including techniques for self-management, and advice and supervision to improve capacity. Treatment programs should aim to provide the older person the skills and knowledge to manage their own condition and promote independent recovery where appropriate. Interventions can be provided: <ul style="list-style-type: none"> in person or via telehealth individually or in a group-based format (e.g. clinically supervised group exercise classes). | <ul style="list-style-type: none"> Subsidised through other programs: <ul style="list-style-type: none"> other government programs must be exhausted in first instance if already in place (e.g., Chronic Disease Management Plan, Mental Health Plan) services more appropriately funded through the primary health care system (e.g., ambulance and hospital costs, medical diagnosis and treatment, medicine dispensing, psychiatry, dental care) management of conditions unrelated to age/disability related decline (e.g., acute mental health). |

| Participant contribution category | Service type | Services | In scope | Out of scope |
|-----------------------------------|-----------------------------|---|--|--|
| | | | <ul style="list-style-type: none"> A treatment program may be delivered directly or implemented by an allied health assistant or aged care worker under the supervision of the health professional where safe and appropriate to do so. Prescribing and follow-up support for Assistive Technology and Home Modifications. | |
| | Nutrition | <ul style="list-style-type: none"> Prescribed nutrition Providers may apply for the supplementary Enteral Feeding for Aged Care Supplement through Services Australia for eligible participants | <ul style="list-style-type: none"> Prescribed supplementary dietary products (enteral and oral) and aids required for conditions related to functional decline or impairment. | <ul style="list-style-type: none"> General expenses: <ul style="list-style-type: none"> products that are not prescribed for age related needs (e.g., weight loss). |
| | Care management | <ul style="list-style-type: none"> Home support care management | <ul style="list-style-type: none"> Activities that ensure aged care services contribute to the overall wellbeing of an older person (e.g., care planning; service coordination; monitoring, review and evaluation; advocacy; and support and education). Care partners will hold clinical qualifications or be supervised by a clinician dependent on consumer complexity. | <ul style="list-style-type: none"> Administrative costs funded through prices on services. |
| | Restorative care management | <ul style="list-style-type: none"> Home support restorative care management | <ul style="list-style-type: none"> Restorative care partners provide specialist coordination services for older people undergoing the time-limited Restorative Care Pathway. Care partners will hold clinical qualifications. | <ul style="list-style-type: none"> Administrative costs funded through prices on services. |

| Participant contribution category | Service type | Services | In scope | Out of scope |
|--|---|--|--|---|
| Independence Support delivered to older people to help them manage activities of daily living and the loss of skills required to live independently. | Personal care | <ul style="list-style-type: none"> Assistance with self-care and activities of daily living Assistance with the self-administration of medication Continence management (non-clinical) | <ul style="list-style-type: none"> Attendant care to meet essential and on-going needs (e.g., mobility, eating, hygiene). Support with self-administration of medication activities (e.g., arrange for a pharmacist to prepare Webster packs). Attendant care to manage continence needs (e.g., support to access advice/funding, assistance changing aids). | <ul style="list-style-type: none"> General expenses: <ul style="list-style-type: none"> professional services that would usually be paid for (e.g., waxing, hairdressing). Subsidised through other programs: <ul style="list-style-type: none"> services more appropriately funded through the health system (e.g., pharmaceuticals, dose administration aids). |
| | Social support and community engagement | <ul style="list-style-type: none"> Group social support Individual social support Accompanied activities Cultural support Digital education and support Assistance to maintain personal affairs Expenses to maintain personal affairs | <ul style="list-style-type: none"> Services that support a person's need for social connection and participation in community life. Support may include: <ul style="list-style-type: none"> service and activity identification and linkage assistance to participate in social interactions (in-person or online) visiting services, telephone and web-based check-in services accompanied activities (e.g., support to attend appointments). Support to engage in cultural activities for people with diverse backgrounds and life experiences. This includes older Aboriginal and Torres Strait Islander people, people from culturally and linguistically diverse backgrounds, and lesbian, gay, bisexual, transgender and/or intersex people. Support may include: <ul style="list-style-type: none"> assistance to access translating and interpreting services and translation of information into the older person's chosen language referral pathways to advocacy or community organisations assistance in attending cultural and community events. Access to training or direct assistance in the use of technologies to improve digital | <ul style="list-style-type: none"> General expenses: <ul style="list-style-type: none"> costs to participate in an activity (e.g., tickets, accommodation, membership fees) the purchase of smart devices for the purpose of online engagement service fees (e.g., funeral plans, accountant fees). Subsidised through other programs: <ul style="list-style-type: none"> the delivery of digital education where the need can be met through the Be Connected program delivered through the Department of Social Services. |

| Participant contribution category | Service type | Services | In scope | Out of scope |
|-----------------------------------|---|---|--|--|
| | | | <p>literacy where the support aids independence and participation (e.g., paying bills online, accessing telehealth services, connecting with digital social programs).</p> <ul style="list-style-type: none"> Internet and/or phone bills where the older person is at risk of, or is homeless, and support is needed to maintain connection to services | |
| | Therapeutic services for independent living | <ul style="list-style-type: none"> Acupuncturist Chiropractor Diversional therapist Remedial masseuse Art therapist Osteopath | <ul style="list-style-type: none"> Assistance (e.g., treatment, education, advice) provided by university qualified or accredited health professionals using evidence-based techniques to manage social, mental and physical wellbeing in support of the older person remaining safe and independent at home. Treatment programs should aim to provide the older person the skills and knowledge to manage their own condition and promote independent recovery where appropriate. Interventions can be provided: <ul style="list-style-type: none"> in-person or via telehealth individually or in a group-based format (e.g., diversional therapist led recreation program). A treatment program may be delivered directly or implemented by an allied health assistant or aged care worker under the supervision of the health professional, where safe and appropriate to do so. Remedial massage may only be delivered by an accredited therapist, where included in a prescribed allied health treatment plan to address functional decline. Engagement of a diversional therapist to design and/or facilitate recreation programs that promote social, psychological and physical well-being for | <ul style="list-style-type: none"> Subsidised through other programs: <ul style="list-style-type: none"> other government programs must be exhausted in first instance if already in place (e.g. Chronic Disease Management Plan) services more appropriately funded through the primary health care system (e.g., ambulance and hospital costs, medical diagnosis and treatment, medicine dispensing, psychiatry, dental care) management of conditions unrelated to age/disability related decline (e.g., acute mental health) services from a Chinese Medicine Practitioner, such as herbal medicine dispensing, are out of scope for aged care (see description for acupuncture exception). General expenses: <ul style="list-style-type: none"> massage for relaxation costs to participate in recreation programs (e.g., tickets, accommodation, membership fees, supplies to participate like craft materials). |

| Participant contribution category | Service type | Services | In scope | Out of scope |
|---|---|--|---|---|
| | | | older people who live with age or disability related impairments that will benefit from a tailored program to enable and maintain participation. | |
| | Respite | <ul style="list-style-type: none"> Respite care | <ul style="list-style-type: none"> Supervision and assistance of an older person by a person other than their usual informal carer, delivered on an individual or group basis, in the home or community. | <ul style="list-style-type: none"> Subsidised through other programs: <ul style="list-style-type: none"> residential respite is funded through the Australian National Aged Care Classification funding model (AN-ACC). |
| | Transport | <ul style="list-style-type: none"> Direct transport (driver and car provided) Indirect transport (taxi or rideshare service vouchers) | <ul style="list-style-type: none"> Group and individual transport assistance to connect an older person with their usual activities. | <ul style="list-style-type: none"> General expenses: <ul style="list-style-type: none"> purchase of an individual's car and an individual's vehicle running costs licence costs professional transit services (e.g., public transport, flight, ferry) claiming transport costs where state-based or local government travel assistance programs are available travel for holidays. |
| | Assistive technology and home modifications | <ul style="list-style-type: none"> Assistive technology Home modifications | <ul style="list-style-type: none"> Assistive technology and home modifications by the Assistive Technology and Home Modifications Scheme list, including wrap-around services, maintenance, and repair. | |
| Everyday living Support to assist older people to keep their home in a liveable state in order to enable them to stay independent in their homes. | Domestic assistance | <ul style="list-style-type: none"> General house cleaning Laundry services Shopping assistance | <ul style="list-style-type: none"> Essential light cleaning (e.g., mopping, vacuuming, washing dishes) Launder and iron clothing Accompanied or unaccompanied shopping | <ul style="list-style-type: none"> General expenses: <ul style="list-style-type: none"> professional cleaning services that would usually be paid for (e.g., pest control, carpet cleaning, dry cleaning) pet care cost of groceries and other purchased items. |
| | Home maintenance and repairs | <ul style="list-style-type: none"> Gardening Assistance with home maintenance and repairs Expenses for home maintenance and repairs | <ul style="list-style-type: none"> Essential light gardening (e.g., lawn mowing, pruning and yard clearance for safe access). Essential minor repairs and maintenance where the activity is something the person used to be able to do themselves | <ul style="list-style-type: none"> General expenses: <ul style="list-style-type: none"> professional gardening services that would usually be paid for such (e.g., tree removal, landscaping, farm or water feature maintenance) |

| Participant contribution category | Service type | Services | In scope | Out of scope |
|-----------------------------------|--------------|---|--|--|
| | | | or where required to maintain safety (e.g., clean gutters, replace lightbulbs and repair broken door handle). | <ul style="list-style-type: none"> gardening services that relate to visual appeal rather than safety/accessibility (e.g., installation and maintaining plants, garden beds and compost) professional maintenance and repair services that would usually be paid for (e.g., professional pest extermination, installing cabinetry, replacing carpets due to usual wear and tear) except if there is an imminent age-related safety risk (e.g., repairing uneven flooring that poses a falls risk or section of carpet damaged by a wheelchair) services that are responsibility of other parties (e.g., landlords, government housing authorities, generally covered by private insurance). |
| | Meals | <ul style="list-style-type: none"> Meal preparation Meal delivery | <ul style="list-style-type: none"> Support to prepare meals in the home Pre-prepared meals | <ul style="list-style-type: none"> General expenses: <ul style="list-style-type: none"> cost of ingredients takeaway food delivery meal delivery for other members of the household. |



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