



## **SERVICE AGREEMENT**

### **Support at Home Program**

#### **CatholicCare Diocese of Wollongong – Our Commitment**

CatholicCare Diocese of Wollongong is committed to walking alongside you with care, respect and compassion.

We believe every person has the right to live with dignity, make their own choices, and feel safe and supported at home.

#### **Service Agreement – Support at Home Program**

We offer services under the Support at Home program to older people who have a Classification we can support. We aim to provide eligible participants with Services that meet their assessed care needs to help them stay safely in their home, underpinned by a person-centred, wellness and reablement approach.

We will:

- Work with you to create your service agreement (being this document).
- Consult with you and people you nominate to develop a Care Plan and Budget for the types of Services you want to receive.
- Have ongoing discussions with you to ensure the Services meet your needs.
- Respect your rights.

This document is made up of several parts. Together they form a legally binding agreement.

## **Agreement Details** **3**

This includes details about you, the Support at Home Classifications we can currently support, your expected Quarterly Government Funds and the Service Contributions you may be required to pay.

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This is where we and you need to sign to acknowledge you will receive Services in accordance with this Agreement. **10**

### **Part A – Statement of Rights** **11**

This sets out your rights in relation to aged care services under the Statement of Rights under the Aged Care Act. You have other rights, including rights under Australian Consumer Law, which we must respect.

#### **A1 – How Services will be Provided** **13**

This sets out information about the types of Services you can receive and how we will work with you when we provide Services.

### **Part C – Your Quarterly Government Funds, Service Contributions and Self-funded Service Fees** **18**

This sets out information about how we can use your Quarterly Government Funds to support you and how the Services you receive are to be paid for, including the Service Contributions you must make for those Services and the amounts you will pay if you decide to receive Self-funded Services.

### **Part D – Rights and Responsibilities** **25**

This sets out general rights and responsibilities that apply to both of us, including your right to make complaints and exercise other rights you have.

### **Part E – Definitions and General Provisions** **33**

This contains the definitions of terms in this Agreement and has some general provisions.

### **Part F – Aged Care Code of Conduct** **39**

This is the Aged Care Code of Conduct that we and our personnel are required to comply with under the Aged Care Act.

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These Prices will be charged to your Quarterly Government Funds and you, to the extent you are required to pay a Service Contribution. If you choose to receive Services beyond what your Quarterly Government Funds provide for, you will have to pay the applicable Prices.

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This sets out how you can make complaints and give feedback and how you can make a whistleblower disclosure. Our current policies are available on our website

### **Part G – Support at Home Service List** Error!

This sets out the Support at Home Service List published by the Department. These are the services that participants can access under the Support at Home program (which might change). Bookmark not defined.

### Agreement Details

| Participant Details  |                                  |  |
|--|----------------------------------|--|
| Name   | Click or tap here to enter text. |  |
| Date of Birth  | Click or tap here to enter text. |  |
| Contact Details  | Address                          | Click or tap here to enter text.   |
|  | Phone                            | Click or tap here to enter text.   |
|  | Email                            | Click or tap here to enter text.   |
| Authorised Representative(s)                                   | Full Name                        | Click or tap here to enter text.   |
|  | Address                          | Click or tap here to enter text.   |
|  | Phone                            | Click or tap here to enter text.   |
|  | Email                            | Click or tap here to enter text.   |
|  | Type of Authority                | (e.g. enduring power of attorney, guardian, financial manager)<br>Click or tap here to enter text.   |
|  | Full Name                        | Click or tap here to enter text.   |
|  | Address                          | Click or tap here to enter text.   |
|  | Phone                            | Click or tap here to enter text.   |
|  | Email                            | Click or tap here to enter text.   |
|  | Type of Authority                | (e.g. enduring power of attorney, guardian, financial manager)<br>Click or tap here to enter text.   |
| Supporter(s) (if any) (as registered with the System Governor) | Full Name                        | <input type="checkbox"/> No <input type="checkbox"/> Yes, meaning you consent to this Supporter receiving information about you in connection with this Agreement. |
|  | Nominated Information Recipient  |  |
|  | Address                          | Click or tap here to enter text.   |
|  | Phone                            | Click or tap here to enter text.   |
|  | Email                            | Click or tap here to enter text.   |
|  | Full Name                        | <input type="checkbox"/> No <input type="checkbox"/> Yes, meaning you consent to this Supporter receiving information about you in connection with this Agreement. |
|  | Nominated Information Recipient  |  |
|  | Address                          | Click or tap here to enter text.   |
|  | Phone                            | Click or tap here to enter text.   |
|  | Email                            | Click or tap here to enter text.   |

### Registered Provider Details

|                 |  |
|-----------------|--|
| Name            | CatholicCare Diocese of Wollongong   |
| ABN             | 96 760 398 961   |
| Contact Details | (02) 4211 6103   |
| Note:           | CatholicCare Diocese of Wollongong is currently transitioning to a new legal entity as part of a single-entity restructure. As part of this process, our Australian Business Number (ABN) will change. Once the new ABN is in effect, this Agreement will automatically apply to and continue with the new entity and ABN without requiring you to sign a new agreement. You will be notified in writing of the updated ABN once it is issued. |

## Services and Prices

### Services

| Service                          | Is an Associated Provider intended to deliver the Service (Yes/No)? | Price                            | Is the Price more than our Common Price and if so, why? |
|----------------------------------|---|----------------------------------|---|
| Click or tap here to enter text. | Click or tap here to enter text.                                    | Click or tap here to enter text. | Click or tap here to enter text.                        |
| Click or tap here to enter text. | Click or tap here to enter text.                                    | Click or tap here to enter text. | Click or tap here to enter text.                        |
| Click or tap here to enter text. | Click or tap here to enter text.                                    | Click or tap here to enter text. | Click or tap here to enter text.                        |
| Click or tap here to enter text. | Click or tap here to enter text.                                    | Click or tap here to enter text. | Click or tap here to enter text.                        |

### Price Increase

|                         |   |
|-------------------------|---|
| Method and Reason       | Our Prices may be subject to regular price increases having regard to the cost of delivering Services. Details of the manner in which Prices are indexed and adjusted are set out below and/or in our Current Price List. |
| Date of Price Increases | 1st November 2025   |

### Service Contributions

|                  |   |                  |                                    |
|------------------|---|------------------|------------------------------------|
| Financial Status | <p>You may be required to contribute to the Services you receive, by paying a Service Contribution at the rates prescribed by the Aged Care Act and set out in your Services Australia assessment (if any). Your Service Contribution Rate depends on your means and may change over time.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Services Australia assessment <u>received</u>.</li> <li><input type="checkbox"/> Services Australia assessment <u>pending</u>: The maximum Service Contribution Rate set out in clause C3 applies until we receive your assessment. Any overpayment will be refunded to you once we receive your assessment.</li> <li><input type="checkbox"/> Means Not Disclosed</li> <li><input type="checkbox"/> Pre-12 September 2024 Care Recipient: Service Contribution will be determined by Services Australia in accordance with the rules for Transitioning Care Recipients</li> </ul> |                  |                                    |
| Category         | What it covers:   | Percentage Rates | Contribution Rates<br>Enter Below: |

|  |   |  |                                  |  |  |  |
|--|---|--|----------------------------------|--|--|--|
| Clinical Supports  | Nursing care, physiotherapy, occupational therapy, medication management  | 0%   | 0%                               |  |  |  |
| Independence Supports  | Personal care, mobility aids, equipment to support independence   | Up to 50% (full pensioners) to 80% (part pensioners), up to 50% (self-funded retirees) | Click or tap here to enter text. |  |  |  |
| Everyday Supports  | Domestic assistance, gardening, meal preparation  | 17.5–80% (full pensioners), up to 80% (part pensioners/self-funded retirees)           | Click or tap here to enter text. |  |  |  |
| Fee Reduction Supplement?  | If the Government assesses that you are eligible for a Fee Reduction Supplement, this will reduce the Service Contributions you need to pay.<br><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending |  |                                  |  |  |  |
| <b>Paying your Service Contributions and Fees</b>  |   |  |                                  |  |  |  |
| Payments must be made by direct debit on a fortnightly basis. By signing this Service Agreement, you authorise CatholicCare Diocese of Wollongong to debit your nominated account for participant contributions as determined under the Support at Home program. |   |  |                                  |  |  |  |

|   |  |   |
|---|--|---|
| <b>Service Period</b>   |  |   |
| Transfer from another provider?   | <input type="checkbox"/> No <input type="checkbox"/> Yes | If yes, exit date from previous provider: Click or tap here to enter text.<br><b>HCP Unspent Balances:</b> Click or tap here to enter text. |
| <b>Direct Debit:</b>  |  |   |
| <p>This is your Direct Debit Service Agreement with CatholicCare Diocese of Wollongong APCA ID 066 438. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.</p> <p><b>DEFINITIONS:-</b></p> <p><b>Account</b> means the account held at your financial institution from which we are authorised to arrange for funds to be debited.</p> <p><b>Agreement</b> means this Direct Debit Request Service Agreement between you and us.</p> <p><b>Banking day</b> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><b>Debit day</b> means the day that payment by you to us is due.</p> <p><b>Debit payment</b> means a particular transaction where a debit is made.</p> <p><b>Direct debit request</b> means the Direct Debit Request between us and you.</p> <p><b>Us</b> or <b>we</b> mean CatholicCare Wollongong, (the Debit User) you have authorised by requesting a Direct Debit Request. <b>You</b> mean the customer who has signed or authorised by other means the Direct Debit Request.</p> <p><b>Your financial institution</b> means the financial institution nominated by you on the DDR at which the account is maintained. request (DDR) and should be read in conjunction with your DDR authorisation.</p> <p><b>1. Debiting your account</b></p> <p>1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.</p> <p>1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.</p> |  |   |

1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

## **2. Amendments by us**

2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

## **3. Amendments by you**

3.1 You may change\*, stop or defer a debit payment, or terminate (cancel) this agreement at any time by providing us with at least 14 days notification by writing to CatholicCare PO Box 1174 Wollongong NSW 2500.

\*Note: in relation to the above reference to 'change', your financial institution may change your debit payment only to the extent of advising us, CatholicCare, of your new account details.

## **4. Your obligations**

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.

4.2 If there are insufficient clear funds in your account to meet a debit payment:

- a) you may be charged a fee and/or interest by your financial institution.
- b) you may also incur fees or charges imposed or incurred by us; and
- c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

4.3 You should check your account statement to verify that the amounts debited from your account are correct.

## **5. Disputes**

5.1 If you believe there has been an error in debiting your account, you should notify us directly on insert debit user contact details and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up directly with your financial institution.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding in writing.

## **6. Accounts** You should check:

- a) with your financial institution whether direct debiting is available from your account as direct debiting is not available through BECS on all accounts offered by financial institutions.
- b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

## **7. Confidentiality**

7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you:

- a) to the extent specifically required by law; or
- b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

**8. Notice**

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:

CatholicCare PO Box 1174

Wollongong NSW 2500.

8.2 We may send notices either electronically to your email address or by ordinary post to the address you have given us.

8.3 Any notice will be deemed to have been received on the third banking day after emailing or posting

Fill out:

|                       |                                  |
|-----------------------|----------------------------------|
| Financial Institution | Click or tap here to enter text. |
|-----------------------|----------------------------------|

|                  |                                  |
|------------------|----------------------------------|
| Account Name(s): | Click or tap here to enter text. |
|------------------|----------------------------------|

|                 |                                  |
|-----------------|----------------------------------|
| BSB (6 digits): | Click or tap here to enter text. |
|-----------------|----------------------------------|

|                 |                                  |
|-----------------|----------------------------------|
| Account Number: | Click or tap here to enter text. |
|-----------------|----------------------------------|

**Short-term Supports**

Short-term Supports

We may be able to offer other Short-term Supports under Support at Home to eligible participants. As at the date of this Agreement, we have agreed to provide the Short-term Supports selected below (if any).

- ☐ AT-HM Services
- ☐ End-Of-Life Care
- ☐ temporary clinical or allied health interventions to address increased risk or changes in your condition.
- ☐ care following hospital discharge or a significant health event.

If your Support Plan is amended to allow you to access Services funded under these Support at Home Classifications and we agree to provide these Services, we may ask you to enter into a new agreement or provide those Services under this Agreement.

**Right to withdraw from this Agreement**

You can withdraw from this Agreement at any time prior to your Start Day within 14 days of entering into this Agreement by notifying us that you want to withdraw. If you choose to withdraw within that time, this Agreement has no effect, and we will refund any amounts you have paid us in advance. You can also terminate this Agreement at any time in accordance with clause D18.

**Opportunity to receive information and obtain independent advice**

You are entitled to make informed decisions. You acknowledge that:

- You have had a reasonable opportunity to have this Agreement explained to you.
- You have been able to ask questions about this Agreement and the Support at Home program.
- You have been able to request information from us as is reasonably necessary to assist you to choose services that best meet your goals, needs and preferences, within the limits of the resources available.
- You have been able to obtain independent advice (including legal and financial advice).
- You are satisfied with all elements of the manner in which Services will be provided.

**Opportunity to have someone assist you consider and negotiate this Agreement**

You acknowledge that:

- You have been involved in the development and negotiation of this Agreement.
- We have given you the opportunity to have someone present during the development and negotiation of this Agreement, such as a Supporter, family member, carer or advocate.



| Agreement Dates   |                               |
|---|-------------------------------|
| Date of this Agreement  | Click or tap to enter a date. |
| Acceptance of Services  |                               |
| This Agreement will apply, as if you had signed it, if you accept Services in accordance with this Agreement. |                               |

Signed by the **Participant** or their **authorised representative\***:

Signed by an **authorised officer** of the **Registered Provider**:

*Signature(s):* Click or tap here to enter text.

*Signature:* Click or tap here to enter text.

*Date:* Click or tap to enter a date.

*Print full name:* Click or tap here to enter text.

**In the presence of:**

*Position:* Click or tap here to enter text.

*Date:* Click or tap to enter a date.

*Witness*

*signature:* Click or tap here to enter text.

*Print full name* Click or tap here to enter text.

*Date:* Click or tap to enter a date.

*\*If signed by an authorised representative, please specify your name and authority to enter this Agreement on behalf of the Participant (eg a duly appointed power of attorney, guardian, administrator, financial manager):*

*Representative's name:* Click or tap here to enter text.

Click or tap here to enter text.

*Representative's authority:*

Where you are unable to physically sign this Agreement, CatholicCare Diocese of Wollongong may accept your written or verbal consent to enter into this Agreement.

Written consent may be provided by email, letter, or other written communication confirming that you understand and agree to the terms of this Agreement. Verbal consent may also be accepted and will be documented by your Care Partner in your client record.

In all cases, CatholicCare Diocese of Wollongong will ensure that you have been provided with a copy of this Agreement, had the opportunity to ask questions, and have confirmed your understanding before services commence.

## Part A: Statement of Rights

### A1 Independence, autonomy, empowerment and freedom of choice

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- (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

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- (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

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- (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: How Services will be Provided****B1 Your Support Plan and Classification**

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- (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.

**B2 Your Care Plan and Budget**

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- (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, a copy of which is available online and at Part G of this Agreement.
- (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 Associated 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.

### **B3 Your Care Partner**

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- (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.
  - (f) If at any time your needs fall outside the scope of a Care Partner's role, CatholicCare Diocese of Wollongong may allocate a Clinical Care Partner to work with you for a period until the higher level of risk is resolved. This ensures that you continue to receive safe, appropriate and effective care aligned with your assessed needs.
- (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).

### **B4 Delivery of Services**

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- (1) Your Care Plan will set out the proposed or preferred days and times 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.
- (2) You must allow attending personnel to complete and perform their duties in the time allocated to you.
- (3) You must tell us about anything which relates to or may affect us providing Services to you. For example, if you believe the Services could pose a danger to you, you must immediately tell the attending personnel of your concerns.
- (4) If you have any concerns about how Services are being provided, we will work with you to understand and address those concerns.

### **B5 Cancellations and no-shows**

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- (1) You must be at your Home at the agreed times to receive Services, unless we agree to provide Services while you are absent with written confirmation. If we are unable to provide Services because you are absent, we may still charge you and/or claim available funding for the attendance.

- (2) If you do not provide us with at least 2 business days' notice to cancel a Service, we will still claim for the Service and you may be required to pay the applicable Service Contribution.
- (3) We may, at our discretion, choose not to charge for the Service if:
  - (a) you had reasonable grounds for the late cancellation or no-show (for example, you were in hospital or experienced a health incident); and
  - (b) you provide us with written evidence to substantiate this.

#### **B6 Involvement in decision making.**

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- (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.

#### **B7 Who will provide the Services and Care Management?**

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- (1) Services and Care Management will be provided to you:
  - (a) fully or partly by us; and/or
  - (b) by an Associated 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 Associated 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 are appropriately qualified and skilled to provide safe, respectful and quality Services.
- (5) We have a list of preferred Associated 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) If you want and we are able to provide a self-management option and it is agreed that you will self-manage your Services, you must:
  - (a) verify with us our requirements for self-management; and
  - (b) comply with our self-management policies and procedures (which we will tell you about).
- (8) Even if we agree to you self-managing Services or arranging a supplier, we will still provide Care Management as required by the Aged Care Act.
- (9) Self-management will impact on our ability to:
  - (a) comply with aspects of this Agreement which assumes we provide or procure Services directly; and

- (b) regulate spending under and within the limits of your Budget. This means you will be responsible for the cost of any Service that is not incorporated into and covered by your Care Plan and Budget.
- (10) 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.
- (11) Although we will endeavour to ensure Services are provided by your preferred personnel, Services may be supplied by various Associated Providers and personnel from time to time.

## **B8 Equipment**

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- (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.

## **B9 Medical emergencies**

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- (1) We are not a medical service provider. If our personnel 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.

**Part C: Your Quarterly Government Funds, Service Contributions and Self-funded Service Fees****C1 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:

|                                     |   |  |
|-------------------------------------|---|--|
| <b>Available Government Funding</b> | 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. 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.<br>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-1 November 2025 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.  |
| <b>How Services are paid for</b>    | 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.<br>You may need to contribute towards these Prices through your Service Contributions.<br>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.<br>This includes Services provided by us, Associated Providers, or third parties selected by you. |

|  |           |   |
|--|-----------|---|
|  | Surcharge | Sometimes, you may wish to arrange a service with a provider of your choice. Where this happens, we will continue to support you by monitoring the safety, quality and compliance of that service. To cover the administration and care management costs of doing this, we may charge a small surcharge (up to 10% of the service price), as permitted under the Aged Care Act. This surcharge helps us ensure that even when you choose your own provider, your care remains safe, accountable, and in line with government standards. |
| Further information to assist you in understanding fees for Support at Home is located at <a href="http://www.health.gov.au">www.health.gov.au</a> |           |   |

- (2) 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.
- (3) 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.
- (4) The amounts we charge cannot exceed any caps or limitations under the Aged Care Act.
- (5) 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; and
  - (b) 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.
- (6) If you don't have enough money available in your Quarterly Government Funds to pay for the Services, you want you can:
  - (a) suspend or reduce some or all of the Services you are receiving.
  - (b) review and readjust your Budget to bring planned expenditure in line with your Quarterly Government Funds.
  - (c) allocate, charge and/or apply any Unspent HCP Funds towards overspends prior to us using your Quarterly Government Funds to pay for further Services (if this is allowed Aged Care Act); and
  - (d) elect to receive and pay for those Services independently of us or by paying us privately for those Services (at the Prices specified in our Current Price List or as otherwise agreed).

## **C2 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.
- (2) 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 \$1,000 or 10% (whichever is greater) of what is left in your Quarterly Government Funds (or any other amount prescribed under the Aged Care Act) to the next quarter.
- (3) The Government will retain any remaining Quarterly Government Funds.

**C3 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%  |
| 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).

**C4 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.

## **C5 Prices**

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- (1) Our Standard Prices are set out in the Current Price List. Your Budget will set out the costs of the Services you are planning to receive. If there is any inconsistency between this Agreement and the Current Price List regarding the Prices, the Current Price List prevails unless otherwise stated.
- (2) We will advise you in writing of the Prices applicable to any Services that are not listed in our Current Price List or Services provided by Associated Providers or others as part of the Budget planning process or at the time the Services are arranged.
- (3) We will review our prices under our Current Price List at least once a year, in a manner set out in clause C6 or in any other manner agreed with you. We will outline or explain any changes proposed as a result of the review and/or notify you of the date a Price increases under clause C6.
- (4) Any agreed Alternative Prices apply instead of the Standard Prices for the corresponding Services.

## **C6 Price increases**

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- (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 Current 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; and
  - (d) a surcharge may apply in accordance with clause C7.
- (6) If our Current 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 Current Price List, the Current Price List prevails.

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**C7 Surcharge on amounts charged by suppliers you engage.**

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- (1) If you directly source a service from a third-party service 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). Clause B7 sets out our requirements if you want to engage a third-party service provider.

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**C8 Self-funded Services**

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- (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 Current 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' notice so that we can cancel the Services without incurring any costs.

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**C9 Claiming from your Quarterly Government Funds**

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- (1) We will claim for Care Management and other funded Services we provide from your Quarterly Government Funds.
- (2) 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.

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**C10 Unspent HCP Funds**

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- (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 your portion of 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.

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**C11 Monthly statement**

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- (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.
  - (3) We will inform you of and help you understand the monthly statements we provide.
  - (4) We may estimate Prices for Services delivered by Associated 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.

#### **C12 How to pay your Service Contributions, Self-funded Service Fees and any other Fees**

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- (1) As part of this Agreement, you will complete a Direct Debit Authority which allows CatholicCare Diocese of Wollongong to deduct your Service Contributions, Self-funded Service Fees and any other agreed amounts directly from your nominated account. This authorisation remains valid for the duration of this Agreement and confirms that amounts payable may vary in line with this Agreement (for example, due to indexation, changes to your Service Contribution Rate, or adjustments to Services).
- (2) We will invoice you for amounts payable to us under this Agreement. Each invoice must be clear and in a format that is understandable.
- (3) 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.
- (4) If we require you to pay by direct debit or Centrepay, for that purpose, you (or anyone else who has agreed to make payments on your behalf) must provide us with a direct debit or Centrepay 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).
- (5) If you pay Service Contributions or Fees using Centrepay, and the Department stops payment through Centrepay, you must then pay your Service Contributions and Fees by direct debit and provide the required direct debit authority.
- (6) 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.
- (7) You must not cancel or suspend the direct debit authority unless alternative payment arrangements (that we have agreed to) have been made.
- (8) 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.
- (9) Once this Agreement has ended, your direct debit authority must not be cancelled until all outstanding Service Contributions and Fees have been paid.

#### **C13 Interest on overdue payments and costs if you default.**

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- (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.



**C14 GST**

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- (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 of 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 D: Rights and Responsibilities

### **D1 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.

### **D2 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.

### **D3 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 verifying 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.

**D4 Reviewing this Agreement**

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- (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 D21.

**D5 Preventing damage to your Home**

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- (1) We will take reasonable steps to prevent our personnel 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.

**D6 Providing a safe environment**

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- (1) You must assist us to ensure that our personnel 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 to work in.
  - (c) not ask our personnel 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 with dignity and respect.
  - (f) not abuse, bully or harass our personnel or discriminate against them; and
  - (g) co-operate with our personnel.
  - (h) You must ensure animals are restrained while services are delivered
- (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.

**D7 Infection control**

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- (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 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.

**D8 Suspending your Support at Home Services**

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- (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.

#### **D9 When we can suspend your Services**

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- (1) We may suspend your Services (in full or in part) if:
  - (a) you do not meet your responsibilities under this Agreement including, but not limited to, your obligation to pay your Contribution.
  - (b) your conduct towards our personnel and/or access to your Home poses an unacceptable risk to the health, safety and/or the wellbeing of personnel or others; or
  - (c) 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 D18.

#### **D10 Complaints and feedback and whistleblower protections**

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- (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/or Whistleblower Policy(ies) are set out in **Error! Reference source not found..** 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](http://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 Associated Providers or attending personnel.

#### **D11 Consumer Advisory Body**

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- (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.

#### **D12 Prescriptions for Support at Home Services**

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- (1) Some Services we provide may require a prescription by a suitably qualified health/allied health professional including:
  - (a) allied health professionals such as, occupational therapists, registered nurses, 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.

#### **D13 Evidence required by Government for us to claim funding.**

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- (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.

#### **D14 Privacy and protection of personal information**

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- (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 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.

#### **D15 Uses of personal information you consent to**

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- (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).

#### **D16 Indemnity and limitation of liability**

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- (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) any services provided to you after you enter into an agreement with another Support at Home Provider.
  - (c) the suspension of your Services or the termination of your Support at Home Services at your request or instigation.

- (d) informal services provided to you by your family, neighbours or friends; and/or
  - (e) 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.

#### **D17 Assignment**

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- (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.

#### **D18 Ending this Agreement**

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- (1) You can end this Agreement and stop us being your Support at Home Provider by giving us at least 30 days' written notice.
- (2) We can end this Agreement and stop your Support at Home Provider by giving you at least 30 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:
    - (i) you have not negotiated an alternative payment arrangement with us; and
    - (ii) 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.

#### **D19 What happens when this Agreement ends**

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- (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 will retain and manage your health records and other Personal Information in accordance with our legal obligations.



- (d) 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 D20; and
- (e) 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.

#### **D20 Transferring to a new registered provider**

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- (1) This clause applies if:
  - (a) you are a pre-1 November 2025 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 D19(1)(d), we will transfer the balance of any HCP Funds we hold to the new Support at Home Provider and/or 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.

#### **D21 Variation of this Agreement**

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- (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 C6, 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 E: Definitions and General Provisions

### E1 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 **Error! Reference source not found..**
- (2) **Administration Services** means administration services we may agree to provide to you, if we agree to provide you with AT Services.
- (3) **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.
- (4) **Aged Care Code of Conduct** means the Aged Care Code of Conduct under the Aged Care Act establishing how we and our personnel must treat you as a consumer, a copy of which, as at the date of preparing this Agreement is set out in Part F.
- (5) **Aged Care Quality Standards** means the aged care quality standards set out in the Aged Care Act.
- (6) **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.
- (7) **Agreement Details** means the details at the start of this Agreement.
- (8) **Alternative Price Acknowledgement** means any agreement or acknowledgement between us and you concerning the Alternative Charges to apply in connection with this Agreement.
- (9) **Alternative Prices** means the Prices negotiated and agreed instead of our Standard Prices for the applicable Services and Care Management as set out in an Alternative Price Acknowledgement, your Budget or any other notification or acknowledgement regarding the fees and charges payable for Services, subject to any Variation.
- (10) **Associated Provider** means an associated provider for the purposes of the Aged Care Act, being a contractor or supplier, we engage.
- (11) **AT-HM** means assistive technology and home modifications.
- (12) **AT-HM Scheme** means the AT-HM scheme under the Aged Care Act.
- (13) **AT-HM Services** means assistive technology and/or home modifications services under the AT-HM Scheme.
- (14) **AT Services** means equipment and products specified in the Aged Care Act for the AT-HM Scheme.
- (15) **Australian Consumer Law** means the law set out in in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- (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 support's 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 Current Price List.
- (27) **Complaints, Feedback and/or Whistleblower Policy(ies)** means the policy or policies set out in **Error! Reference source not found.** 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) **Coordination Services** means coordination services we may agree to provide to you, if we agree to provide you with HM Services.
- (32) **Current Price List** means our list of Prices, being as at the Date of this Agreement as set out in **Error! Reference source not found.** and if applicable the Agreement Details.
- (33) **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.
- (34) **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.
- (35) **End-of-Life Care** means Services we may agree to provide under the short-term End-of-Life Pathway.
- (36) **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.
- (37) **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.

- (38) **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.
- (39) **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.
- (40) **Estimated Completion Date** means the date that we estimate your restorative care episode will be completed as set out or as otherwise set out in writing.
- (41) **Extra Condition** means any extra condition(s) specified in the Agreement Details.
- (42) **Fees** means the costs, fees, charges and other amounts:
- (a) payable by you to us under this Agreement, including the Prices and the Self-funded Service Fees; or
  - (b) which we can claim from or charge to the Government in connection with the provision of Services.
- (43) **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.
- (44) **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.
- (45) **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).
- (46) **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.
- (47) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (48) **Hardship Supplement** means a supplement we may receive from the Government if you have been approved for hardship under the Aged Care Act.
- (49) **HCP Funds** means any funds we may hold for you for the period prior to 1 September 2021 under the HCP Program.
- (50) **HCP Program** means the home care packages program under the *Aged Care Act 1997* (Cth).
- (51) **HM Services** means the services in the service type home adjustments as set out in the Aged Care Act for the AT-HM Scheme.
- (52) **Home** means the place specified in the Agreement Details where we will provide you with Services (unless otherwise agreed).
- (53) **Independence Supports** means those Services which are prescribed as falling in the independence means testing category in the Service List.
- (54) **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.
- (55) **MPIR** means the maximum permitted interest rate under the Aged Care Act at the applicable time.
- (56) **Part** means a section of this Agreement with the heading 'Part'.
- (57) **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).
- (58) **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.

- (59) **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.
- (60) **Personal Information** means information about you and includes personal, sensitive or health information of or about you within the meaning of the Privacy Laws.
- (61) **Prices** means the Fees and charges for the Services, including the Care Management Fee. This includes the Fees and charges in our Current 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.
- (62) **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.
- (63) **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.
- (64) **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.
- (65) **Restorative Care Pathway** means the restorative care pathway under the Aged Care Act.
- (66) **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.
- (67) **Self-funded Service Fee** means each Price you choose to and must pay, at agreed intervals, to receive Self-funded Services.
- (68) **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.
- (69) **Service Contribution Rate** means the rate that is used and applied by Services Australia to determine the Service Contribution you must make.
- (70) **Services** means those products and services we or an Associated Provider provide to you under this Agreement, including Care Management.
- (71) **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 G.
- (72) **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.
- (73) **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.
- (74) **Standard Prices** means the standard Prices for Services and Care Management and other amounts set out in our Current Price List, subject to any Variation.
- (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) **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.
- (85) **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.
- (86) **Wrap-around Services** means wrap-around we may agree to provide to you, if we agree to provide you with AT-HM Services.

## E2 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 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 read down, if possible, so as to be valid and enforceable, or if not, severed from the Agreement and the remaining provisions of this Agreement will remain in effect.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) Any guide or explanatory materials provided to you in conjunction with this Agreement don't form part of this Agreement.
- (8) 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.



- (9) We may provide you with and ask for information and issue notices to you under this Agreement by email. It is important that you check your emails and let us know if your email address changes.
- (10) Any notice you must provide to us under this Agreement must be in writing, unless:
  - (a) this Agreement or the Aged Care Act permits you to provide notice verbally; or
  - (b) we agree to accept and act on verbal notice.
- (11) 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. Execution and delivery in that format will be valid and binding as if the 'pdf' copy is an original.
- (12) 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.
- (13) 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.
- (14) 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.
- (15) Any notice received by us after 5:00 pm 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).
- (16) 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 F: 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.



## Current Pricing

Our current pricing sets out the standard costs for the services we provide under this Agreement. These prices will be charged against your Quarterly Government Funds and any Service Contribution you are required to pay.

You will be provided with a copy of CatholicCare Diocese of Wollongong's current service fees when signing this Agreement. The most up-to-date pricing information is also available on our website or on request from your Care Partner.

Once the Australian Government releases the official Support at Home price guide, CatholicCare Diocese of Wollongong will update its pricing to align with those requirements. The updated pricing will automatically apply under this Agreement, and you will not be required to sign a new agreement.

If you choose to receive services beyond the amount available in your Quarterly Government Funds, or request additional services not covered by your funding, you will be responsible for paying the applicable prices outlined in the current pricing. Your Care Partner will also work with you to review your needs and, where appropriate, assist you to apply for a higher level of funding to better support your care requirements.

## Complaints, Feedback and/or Whistleblower Policy(ies)

CatholicCare Diocese of Wollongong maintains a range of policies and procedures that guide how we deliver safe, high-quality and compliant services — including policies on complaints and feedback, incident management, and whistleblower protections.

The most current versions of these policies are available on our website or by request from your Care Partner. We will notify you at least 14 days before any material change to these policies takes effect. You are encouraged to familiarise yourself with them and to contact us if you would like a copy in another format.

## Part G: Support at Home Service List

| Participant contribution category   | Service type                                 | Services  | In scope   | Out of scope  |
|---|--|---|--|---|
| <b>Clinical supports</b><br>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"> <li>Registered nurse</li> <li>Enrolled nurse</li> <li>Nursing assistant</li> <li>Nursing care consumables</li> <li>Providers may apply for the supplementary Oxygen Supplement for Aged Care through Services Australia for eligible participants</li> </ul>   | <ul style="list-style-type: none"> <li>Community based nursing care to meet clinical care needs such as: <ul style="list-style-type: none"> <li>assessing, treating and monitoring clinical conditions</li> <li>administration of medications</li> <li>wound care, continence management (clinical) and management of skin integrity</li> </ul> </li> <li>education</li> <li>specialist service linkage.</li> </ul>  | <ul style="list-style-type: none"> <li>Subsidised through other programs: <ul style="list-style-type: none"> <li>services more appropriately funded through other systems (e.g., health or specialist palliative care).</li> </ul> </li> </ul>  |
|   | Allied health and other therapeutic services | <ul style="list-style-type: none"> <li>Aboriginal and Torres Strait Islander health practitioner</li> <li>Aboriginal and Torres Strait Islander health worker</li> <li>Allied health therapy assistant</li> <li>Counsellor or psychotherapist</li> <li>Dietitian or nutritionist</li> <li>Exercise physiologist</li> <li>Music therapist</li> <li>Occupational therapist</li> <li>Physiotherapist</li> <li>Podiatrist</li> <li>Psychologist</li> <li>Social worker</li> <li>Speech pathologist</li> </ul> | <ul style="list-style-type: none"> <li>Assistance for an older person to regain or maintain physical, functional and cognitive abilities which support them to remain safe and independent at home.</li> <li>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.</li> <li>Treatment programs should aim to provide the older person the skills and knowledge to manage their own condition and promote independent recovery where appropriate.</li> <li>Interventions can be provided:</li> </ul> | <ul style="list-style-type: none"> <li>Subsidised through other programs: <ul style="list-style-type: none"> <li>other government programs must be exhausted in first instance if already in place (e.g., Chronic Disease Management Plan, Mental Health Plan)</li> <li>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)</li> <li>management of conditions unrelated to age/disability related decline (e.g., acute mental health).</li> </ul> </li> </ul> |

| Participant contribution category | Service type    | Services  | In scope  | Out of scope   |
|-----------------------------------|-----------------|---|---|--|
|                                   |                 |   | <ul style="list-style-type: none"> <li>in person or via telehealth</li> <li>individually or in a group-based format (e.g. clinically supervised group exercise classes).</li> <li>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.</li> <li>Prescribing and follow-up support for Assistive Technology and Home Modifications.</li> </ul> |  |
|                                   | Nutrition       | <ul style="list-style-type: none"> <li>Prescribed nutrition</li> <li>Providers may apply for the supplementary Enteral Feeding for Aged Care Supplement through Services Australia for eligible participants</li> </ul> | <ul style="list-style-type: none"> <li>Prescribed supplementary dietary products (enteral and oral) and aids required for conditions related to functional decline or impairment.</li> </ul>  | <ul style="list-style-type: none"> <li>General expenses: <ul style="list-style-type: none"> <li>products that are not prescribed for age related needs (e.g., weight loss).</li> </ul> </li> </ul> |
|                                   | Care management | <ul style="list-style-type: none"> <li>Home support care management</li> </ul>  | <ul style="list-style-type: none"> <li>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).</li> <li>Care partners will hold clinical qualifications or be supervised by a clinician dependent on consumer complexity.</li> </ul>  | <ul style="list-style-type: none"> <li>Administrative costs funded through prices on services.</li> </ul>  |

| Participant contribution category  | Service type                            | Services   | In scope   | Out of scope   |
|--|---|--|--|--|
|  | Restorative care management             | <ul style="list-style-type: none"> <li>Home support restorative care management</li> </ul>   | <ul style="list-style-type: none"> <li>Restorative care partners provide specialist coordination services for older people undergoing the time-limited Restorative Care Pathway.</li> <li>Care partners will hold clinical qualifications.</li> </ul>  | <ul style="list-style-type: none"> <li>Administrative costs funded through prices on services.</li> </ul>  |
| <b>Independence</b><br>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"> <li>Assistance with self-care and activities of daily living</li> <li>Assistance with the self-administration of medication</li> <li>Continence management (non-clinical)</li> </ul>  | <ul style="list-style-type: none"> <li>Attendant care to meet essential and on-going needs (e.g., mobility, eating, hygiene).</li> <li>Support with self-administration of medication activities (e.g., arrange for a pharmacist to prepare Webster packs).</li> <li>Attendant care to manage continence needs (e.g., support to access advice/funding, assistance changing aids).</li> </ul>  | <ul style="list-style-type: none"> <li>General expenses:               <ul style="list-style-type: none"> <li>professional services that would usually be paid for (e.g., waxing, hairdressing).</li> </ul> </li> <li>Subsidised through other programs:               <ul style="list-style-type: none"> <li>services more appropriately funded through the health system (e.g., pharmaceuticals, dose administration aids).</li> </ul> </li> </ul>   |
|  | Social support and community engagement | <ul style="list-style-type: none"> <li>Group social support</li> <li>Individual social support</li> <li>Accompanied activities</li> <li>Cultural support</li> <li>Digital education and support</li> <li>Assistance to maintain personal affairs</li> <li>Expenses to maintain personal affairs</li> </ul> | <ul style="list-style-type: none"> <li>Services that support a person's need for social connection and participation in community life. Support may include:               <ul style="list-style-type: none"> <li>service and activity identification and linkage</li> <li>assistance to participate in social interactions (in-person or online)</li> <li>visiting services, telephone and web-based check-in services</li> <li>accompanied activities (e.g., support to attend appointments).</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>General expenses:               <ul style="list-style-type: none"> <li>costs to participate in an activity (e.g., tickets, accommodation, membership fees)</li> <li>the purchase of smart devices for the purpose of online engagement</li> <li>service fees (e.g., funeral plans, accountant fees).</li> </ul> </li> <li>Subsidised through other programs:               <ul style="list-style-type: none"> <li>the delivery of digital education where the need can be met through the Be Connected</li> </ul> </li> </ul> |

| Participant contribution category | Service type | Services | In scope   | Out of scope   |
|-----------------------------------|--------------|----------|--|--|
|                                   |              |          | <ul style="list-style-type: none"> <li>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"> <li>assistance to access translating and interpreting services and translation of information into the older person's chosen language</li> <li>referral pathways to advocacy or community organisations</li> <li>assistance in attending cultural and community events.</li> </ul> </li> <li>Access to training or direct assistance in the use of technologies to improve digital literacy where the support aids independence and participation (e.g., paying bills online, accessing telehealth services, connecting with digital social programs).</li> <li>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</li> </ul> | program delivered through the Department of Social Services. |

| Participant contribution category | Service type                                | Services   | In scope  | Out of scope   |
|-----------------------------------|---|--|---|--|
|                                   | Therapeutic services for independent living | <ul style="list-style-type: none"> <li>Acupuncturist</li> <li>Chiropractor</li> <li>Diversional therapist</li> <li>Remedial massage therapist</li> <li>Art therapist</li> <li>Osteopath</li> </ul> | <ul style="list-style-type: none"> <li>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.</li> <li>Treatment programs should aim to provide the older person the skills and knowledge to manage their own condition and promote independent recovery where appropriate.</li> <li>Interventions can be provided: <ul style="list-style-type: none"> <li>in-person or via telehealth</li> <li>individually or in a group-based format (e.g., diversional therapist led recreation program).</li> </ul> </li> <li>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.</li> <li>Remedial massage may only be delivered by an accredited therapist, where included in a</li> </ul> | <ul style="list-style-type: none"> <li>Subsidised through other programs: <ul style="list-style-type: none"> <li>other government programs must be exhausted in first instance if already in place (e.g. Chronic Disease Management Plan)</li> <li>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)</li> <li>management of conditions unrelated to age/disability related decline (e.g., acute mental health)</li> <li>services from a Chinese Medicine Practitioner, such as herbal medicine dispensing, are out of scope for aged care (see description for acupuncture exception).</li> </ul> </li> <li>General expenses: <ul style="list-style-type: none"> <li>massage for relaxation</li> <li>costs to participate in recreation programs (e.g., tickets, accommodation, membership fees, supplies to participate like craft materials).</li> </ul> </li> </ul> |

| Participant contribution category | Service type | Services  | In scope  | Out of scope  |
|-----------------------------------|--------------|---|---|---|
|                                   |              |   | <p>prescribed allied health treatment plan to address functional decline.</p> <ul style="list-style-type: none"> <li>Engagement of a diversional therapist to design and/or facilitate recreation programs that promote social, psychological and physical well-being for older people who live with age or disability related impairments that will benefit from a tailored program to enable and maintain participation.</li> </ul> |   |
|                                   | Respite      | <ul style="list-style-type: none"> <li>Respite care</li> </ul>  | <ul style="list-style-type: none"> <li>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.</li> </ul>   | <ul style="list-style-type: none"> <li>Subsidised through other programs: <ul style="list-style-type: none"> <li>residential respite is funded through the Australian National Aged Care Classification funding model (AN-ACC).</li> </ul> </li> </ul>  |
|                                   | Transport    | <ul style="list-style-type: none"> <li>Direct transport (driver and car provided)</li> <li>Indirect transport (taxi or rideshare service vouchers)</li> </ul> | <ul style="list-style-type: none"> <li>Group and individual transport assistance to connect an older person with their usual activities.</li> </ul>   | <ul style="list-style-type: none"> <li>General expenses: <ul style="list-style-type: none"> <li>purchase of an individual's car and an individual's vehicle running costs</li> <li>licence costs</li> <li>professional transit services (e.g., public transport, flight, ferry)</li> <li>claiming transport costs where state-based or local</li> </ul> </li> </ul> |



| Participant contribution category   | Service type                                | Services   | In scope  | Out of scope   |
|---|---|--|---|--|
|   |   |  |   | <p>government travel assistance programs are available</p> <ul style="list-style-type: none"> <li>travel for holidays.</li> </ul>  |
|   | Assistive technology and home modifications | <ul style="list-style-type: none"> <li>Assistive technology</li> <li>Home modifications</li> </ul>   | <ul style="list-style-type: none"> <li>Assistive technology and home modifications by the Assistive Technology and Home Modifications Scheme list, including wrap-around services, maintenance, and repair.</li> </ul>  |  |
| <b>Everyday living</b><br>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"> <li>General house cleaning</li> <li>Laundry services</li> <li>Shopping assistance</li> </ul>                                      | <ul style="list-style-type: none"> <li>Essential light cleaning (e.g., mopping, vacuuming, washing dishes)</li> <li>Laundry and iron clothing</li> <li>Accompanied or unaccompanied shopping</li> </ul>   | <ul style="list-style-type: none"> <li>General expenses:               <ul style="list-style-type: none"> <li>professional cleaning services that would usually be paid for (e.g., pest control, carpet cleaning, dry cleaning)</li> <li>pet care</li> <li>cost of groceries and other purchased items.</li> </ul> </li> </ul>   |
|   | Home maintenance and repairs                | <ul style="list-style-type: none"> <li>Gardening</li> <li>Assistance with home maintenance and repairs</li> <li>Expenses for home maintenance and repairs</li> </ul> | <ul style="list-style-type: none"> <li>Essential light gardening (e.g., lawn mowing, pruning and yard clearance for safe access).</li> <li>Essential minor repairs and maintenance where the activity is something the person used to be able to do themselves or where required to maintain safety (e.g., clean gutters, replace lightbulbs and repair broken door handle).</li> </ul> | <ul style="list-style-type: none"> <li>General expenses:               <ul style="list-style-type: none"> <li>professional gardening services that would usually be paid for such (e.g., tree removal, landscaping, farm or water feature maintenance)</li> <li>gardening services that relate to visual appeal rather than safety/accessibility (e.g., installation and maintaining plants, garden beds and compost)</li> <li>professional maintenance and repair services that would usually be paid for (e.g.,</li> </ul> </li> </ul> |

| Participant contribution category | Service type | Services  | In scope   | Out of scope   |
|-----------------------------------|--------------|---|--|--|
|                                   |              |   |  | <p>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)</p> <ul style="list-style-type: none"> <li>services that are responsibility of other parties (e.g., landlords, government housing authorities, generally covered by private insurance).</li> </ul> |
|                                   | Meals        | <ul style="list-style-type: none"> <li>Meal preparation</li> <li>Meal delivery</li> </ul> | <ul style="list-style-type: none"> <li>Support to prepare meals in the home</li> <li>Pre-prepared meals</li> </ul> | <ul style="list-style-type: none"> <li>General expenses: <ul style="list-style-type: none"> <li>cost of ingredients</li> <li>takeaway food delivery</li> <li>meal delivery for other members of the household.</li> </ul> </li> </ul>  |