

In-home Support

Support at Home program service agreement

We offer Services under the Support at Home program to older people who have a Classification we can support. We aim to provide eligible Clients 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.
- Comply with our legal responsibilities

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

Agreement Details

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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Signing Page

This is where we, you and your Guarantor (if any) need to sign to acknowledge you will receive Services in accordance with this Agreement.

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Part A – Statement of Rights

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.

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Part B – How Services will be Provided

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

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

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 Fees you will pay if you decide to receive Self-funded Services.

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Part D – Rights and Responsibilities

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. **23**

Part E – Definitions and General Provisions

This contains the definitions of terms in this Agreement and has some general provisions. **34**

Part F – Aged Care Code of Conduct

This is the Aged Care Code of Conduct that we and our personnel are required to comply with under the Aged Care Act. **43**

Part G – AT-HM Supports

This part sets out additional requirements if you are approved for supports under the AT-HM Scheme and we agree to provide those Services under this Agreement. **44**

Part H – End-of-Life Care

This sets out additional requirements if you are approved for Services under the End-of-Life Pathway and we agree to provide those Services under this Agreement. **47**

Part I – Price List

This is our list of the standard Prices we charge for the Services we provide. 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 Prices (or any other agreed fee). **47**

Agreement Details

Client Details

Name

Date of Birth

Home

Contact Details

Address

Phone

Email

**Authorised
Representative(s)
(if any)**

Name

Address

Phone

Email

**Type of
Authority**

(eg enduring power of attorney, guardian, financial manager)

* eg under a duly
appointed power of
attorney, guardian,
administrator, financial
manager

Supporter

(as registered with My Aged Care)

Full Name

Address

Phone

Email

Full Name

Address

Phone

Email

**Other/Emergency
Contact Person**

Name

Address

Phone

Email

Relationship

(eg friend, relative)

Name

General Practitioner

Address

Phone

Registered Provider Details

Name

Royal Freemasons LTD

ABN

ABN: 52 082 106 821

Address

45 Moubay Street, Melbourne VIC 3004

Phone number

1800 756 091

Services and Prices

Refer to Care Plan and individualised budget.

Prices

Prices are as set out in our Price List (see Part I)

The price for the item(s) below is higher than the amount listed in our Price List:

Reason(s):

The price for the item(s) below is lower than the amount listed in our Price List:

Reason(s):

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 in clause C6 and/or in our Price List.

Service Contributions

Financial Status

You may be required to contribute to the Services you receive. Your Service Contribution Rate depends on your means and may change over time.

You agree to pay the applicable Service Contributions at the rates prescribed by the Aged Care Act and as set out in your Services Australia assessment (if any).

Services Australia assessment received

Services Australia assessment (pending): Default Contribution Rate applies until we receive your assessment

Means Not Disclosed

Pre 12 September 2024 Care Recipient: Contribution will be determined by Services Australia in accordance with the rules for Transitioning Care Recipients

Contribution Rates

Clinical Supports

Independence Supports

Everyday Supports

Fee Reduction Supplement?

If Services Australia assesses that you are eligible for a Fee Reduction Supplement, this will reduce the Service Contributions you need to pay.

Yes No

Paying your Service Contributions and Fees

Payment Method

Direct debit (preferred)

Centrepay

Other:

Payment Cycle

Service Period

	Start Date	
Service Period	Transfer from another provider?	Yes No Exit date from previous provider:
When the Services will end	Services will be provided for the Service Period. We and you can end this Agreement sooner as set out in clause D18. Services can also be suspended as set out in Part D.	

Short-term Supports

	We may be able to offer other Short-term Supports under Support at Home to eligible clients. As at the date of this Agreement, we have agreed to provide. AT-HM Services (see Part G) End-of-Life Care (see Part H)	
Short-term Supports	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.	

Agreement Dates

This agreement will take effect no earlier than 1 November 2025 or from the date the Aged Care Act 2024 takes effect.

Date of this Agreement

Date of annual Agreement review (see clause D4)

Signing Page

Acceptance of Services

This Agreement will apply, as if you had signed it, if you accept Services in accordance with this Agreement.

Right to withdraw from this Agreement

You can withdraw from this Agreement at any time prior to your Start date within 14 days of signing by notifying us in writing that you want to withdraw.

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), if required.
- 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.
- This Agreement has been developed with their input (if applicable).

Signed by the Consumer or their authorised representative*

Signature(s)

Date

Representative's
full name

Representative's
Authority

Signed by authorised officer of the Approved Provider

Signature

Print full name

Position

Date

Witness (if applicable)

Print full name

Signature

Date

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

Part A: Statement of Rights

I A1 Independence, autonomy, empowerment and freedom of choice

1. An individual has a right to:
 - (a) exercise choice and make decisions that affect the individual's life, including in relation to the following:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
 - (ii) sexual misconduct; and
 - (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.

I 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.

I A3 Quality and safe funded aged care services

1. An individual has a right to:
 - (a) be treated with dignity and respect;
 - (b) safe, fair, equitable and non-discriminatory treatment;
 - (c) have the individual's identity, culture, spirituality and diversity valued and supported; and
 - (d) funded aged care services being delivered to the individual:
 - (i) in a way that is culturally safe, culturally appropriate, trauma-aware and healing-informed;
 - (ii) in an accessible manner; and
 - (iii) by aged care workers of registered providers who have appropriate qualifications, skills and experience.
2. An individual has a right to:
 - (a) be free from all forms of violence, degrading or inhumane treatment, exploitation, neglect, coercion, abuse or sexual misconduct; and
 - (b) have quality and safe funded aged care services delivered consistently with the requirements imposed on registered providers under this Act.

| A4 Respect for privacy and information

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

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

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

| A6 Advocates, significant persons and social connections

1. An individual has a right to be supported by an advocate or other person of the individual's choice, including when exercising or seeking to understand the individual's rights in this section, voicing the individual's opinions, making decisions that affect the individual's life and making complaints or giving feedback.
2. An individual has a right to have the role of persons who are significant to the individual, including carers, visitors and volunteers, be acknowledged and respected.
3. An individual has a right to opportunities, and assistance, to stay connected (if the individual so chooses) with:
 - (a) significant persons in the individual's life and pets, including through safe visitation by family members, friends, volunteers or other visitors where the client 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

I B1 Your Support Plan and Classification

1. The Government will:
 - (a) assess what Services you require and design a Support Plan based on that assessment to achieve your goals; and
 - (b) assign you a Support at Home Classification, which determines how much funding you can access under Support at Home.
 - (c) We can only claim from Government funding for Services that align with that Support Plan.
2. 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.
3. 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.
4. 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.
5. 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 cost of services according to the Private Services Price List.

I B2 Your Care Plan and Budget

1. Based on your Support Plan, your Care Manager 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 date) and revise them 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 within 28 days of Services commencing. If your Care Plan and Budget changes we will give you an updated copy as soon as reasonably practicable or if revised in response to a request from you, within 14 days of the request being made.
- 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 extra 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 in the Aged Care Act, a copy of which is available online and on request.
- 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 service 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.

I B3 Your Care Manager

- 1. Your Care Manager will work with you to arrange and review the Services you receive. This includes:
 - (a) regularly reviewing and checking whether we are meeting your needs and goals (including any changes to them);
 - (b) if your Support Plan or your care needs or circumstances change, reassessing the most appropriate Services for you and working with you to design new Care Plan;

- (c) helping you identify changes you want to make to your Care Plan;
 - (d) being available if you have any questions or concerns about the Services you receive or how we manage those Services for you; and
 - (e) liaising with relevant personnel and health practitioners.
2. Each time we assess your needs and capabilities and/or assess the suitability of Services you are receiving, you must co-operate, provide us with accurate and complete information and consult with your health practitioners (as necessary).

| B4 Service Period

1. Services will be provided for the Service Period, unless Services are suspended in accordance with this Agreement and the Aged Care Act.

| B5 Delivery of Services

1. Your Care Plan will set out the 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 be at your Home at the agreed times to receive Services, unless we agree to provide Services while you are absent. If we are unable to provide Services because you are absent, we may still charge you and/or claim available funding for the attendance.
3. You can change or cancel a Service by giving us Prior Notice so we can plan accordingly. If you do not provide us with Prior Notice, we may require you to pay our Cancellation Fee or in some cases, to pay the full costs of the Service if we cannot cancel the Service without incurring a cost.
4. You must allow attending personnel to complete and perform their duties in the time allocated to you.
5. (5) 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.
6. (6) If you have any concerns about how Services are being provided, we will work with you to understand and address those concerns.

I B6 Involvement in decision making

1. You are entitled and encouraged to:
 - (a) be involved in decisions concerning the Services you receive; and
 - (b) let us know if you would like us to make changes to the way Services are delivered to you, including how, when and by who Services are provided.
2. We will:
 - (a) let you know if we can 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.

I B7 Who will provide the Services and Care Management?

1. Services and Care Management will be provided to you:
 - (a) fully or partly by us;
 - (b) by an associated provider notified to you; and/or
 - (c) by a contractor we consider suitable based on your choices and assessed care needs.
2. If you don't believe those providing Services are suitable, we will work with you identify what changes can be made.
3. If we engage a contractor 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 suppliers. 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 and abiding by our Associated Provider Services Agreement; 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:
- (a) we will still provide some Care Management as required by the Aged Care Act; and
 - (b) we may charge you and you must pay a surcharge up to the maximum permitted under the Aged Care Act (which is currently up to 10%).
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 service providers and personnel from time to time.

I B8 Equipment

1. Subject to your Support Plan, you may be able to use your Quarterly Government Funds to purchase, hire, maintain and/or repair aids and equipment, provided you have sufficient funds and it is otherwise permitted by the Aged Care Act. You may be required to pay Service Contributions for these Services. Otherwise, you can choose to self-fund the purchase or use of equipment.
2. If the Care Plan we design with you requires supporting equipment, we will seek to procure that equipment to assist you. We may ask you to undergo assessments by others, such as occupational therapists, who may rely upon information you provide. We will not verify the assessments they make or the information you provide.
3. If you enter into an agreement directly with a third party supplier for the purchase or hire of aids or equipment, you must comply with their terms and conditions.
4. Assessments you receive may require equipment to be of a specific type or specification, based on your identified needs. Equipment that looks similar may not reflect the assessments you have obtained or meet the requirements for payment from your Quarterly Government Funds. When selecting equipment, you are responsible for ensuring it meets your initial and ongoing requirements. This may mean that you need to have the suitability of equipment reassessed.

5. There are risks with using equipment. This means it is important you seek advice and guidance on the use of equipment. This may include trialling and reviewing equipment with your occupational therapist to ensure equipment is suitable, can be correctly used and does not present a significant risk to you. If you want us to assist you with using equipment, we will let you know if any additional fees apply and seek your consent to those fees.
6. You must maintain any equipment you purchase. You may be able to use your Quarterly Government Funds to help fund this. You must also enforce any rights you have against the supplier or manufacturer should the equipment be faulty or defective.
7. If the 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 in full). If you fail to do so, you must pay us the costs of replacing the equipment.

I B9 Medical emergencies

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 Fees

I 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:

Available Government Funding	Quarterly Government Funds	The Government allocates a certain amount of funds to help you pay for your Services and to help us provide you with Care Management, either on an ongoing or short-term basis. The total amount of funding that is available depends on your Classification level and whether you are eligible for additional supplements.
	Carryover of unspent funds from prior quarter	If at the end of quarter there's unspent Government funding, if you have an ongoing Classification the greater of \$1,000 or 10% of your Quarterly Government Funds will be rolled over to the next quarter by Government. Funding for short term Classifications, including AT-HM, is for a fixed period and cannot be rolled over.
	Unspent HCP Funds	If you are a pre-12 September 2024 care recipient and you have Unspent HCP Funds, the Government's portion of the Unspent HCP Funds can be used to pay for Services when permitted under the Aged Care Act.
How Services are paid for	Care Management Portion	10% of your Quarterly Government Funds is automatically set aside by Government for Care Management.
	Service Contributions	These are amounts you must pay towards the Services you receive based on your Services Australia assessment.
	Prices	Our Prices determine the fees that we will claim from your Quarterly Government Funds for the Services you receive. You may need to contribute towards these Prices through your Service Contributions. If you don't have sufficient Quarterly Government Funds to cover the Prices for the Services you want, you can privately pay for these Services by paying additional Fees. This includes Services provided by us, associated providers, our suppliers, or third parties selected by you.

Further information to assist you in understanding fees for home care is located at www.health.gov.au

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 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;
 - (b) you can elect to receive and pay for those Services independently of us or by paying us privately for those Services (at the Prices specified in the Price List or as otherwise agreed); and
 - (c) we will work with you to identify Service changes to bring costs in line with your Quarterly Government Funds. This may include identifying alternatives and re-assessing your priorities.
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 some or all of the Services based on the limits of your available resources;
 - (b) review and readjust your Budget to bring planned Prices in line with your Quarterly Government Funds; and
 - (c) allocate, charge and/or apply any Unspent HCP Funds towards overspends prior to new Prices being paid or incurred (if permitted under the Aged Care Act).
7. 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.

I 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,
 - (c) the Government will rollover the greater of \$1,000 or 10% of your Quarterly Government Funds to the next quarter.
3. Any remaining Quarterly Government Funds will be returned to the Government.

I 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 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%

I 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 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 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 we have consulted with you about possible changes to your Service Contributions.

I C5 Prices

1. Our Standard Prices are set out in the 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 Price List regarding the Prices the Price List prevails unless otherwise stated.
2. We will advise you of the Prices applicable to any Services that are not listed in our Price List or Services provided by our preferred suppliers 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 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 explain any changes we make to you.
4. Any agreed Alternative Prices apply instead of the Standard Prices for the corresponding Services.

I C6 Price increases

1. Our Prices will be subject to regular increases to account for indexation and the cost of delivering services. Details of how we will increase our Prices are set out in the Agreement Details and/or our Price List. Any delay in adjusting fees and charges 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
 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 third party service provider you request,

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.
6. To the extent of any inconsistency between the adjustment methods set out in this clause and the Price List, the Price List prevails.

| C7 Process for setting prices for the delivery of other services

1. If we agree to provide funded aged care services which are not included in this Agreement, we will follow the following process or any other process set out in our Price List, to determine the applicable Prices:
 - (a) we will consult with you about our approach to pricing, having regard to the nature of the services and your needs;
 - (b) we will consider whether the services are included in our Price List or equivalent to other services included in our Price List, and if so, identify the cost applicable to the services; and
 - (c) if services aren't provided in accordance with our Price List, we will let you know the proposed price and obtain your agreement to proceed at that price.

| C8 Self-funded Services

1. If :
 - (a) you do not have sufficient Government funds to pay for the Services you wish to receive; or
 - (b) your Support Plan does not give you funding for Services you wish to receive,
 - (c) you can pay for Self-funded Services by paying the applicable Fees for the Service at the rates set out in our Price List or as otherwise agree. 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 Prior Notice so that we can cancel the Services without incurring any costs.

I C9 Claiming from your Quarterly Government Funds

1. We will claim for Care Management and other funded Services we provide from your Quarterly Government Funds. We may also charge your available Quarterly Government Funds to pay Cancellation Fees and any other permitted amounts payable by you under this Agreement.
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.

I C10 Unspent HCP Funds

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

I C11 Monthly statement

1. In addition to your Budget, we will provide you with a monthly statement as required by the Aged Care Rules 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 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 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 Prices and any other Fees

1. We will invoice you for amounts payable to us under this Agreement. Each invoice must be clear and in a format that is understandable.
2. You must pay your Service Contributions, Self-funded Prices and any other agreed Fees in the method and according to the cycle set out in the Agreement Details or notified to you.
3. If we require you to pay by direct debit 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 (eg because your Service Contributions change).
4. 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.
5. We will make deductions in accordance with the Payment Cycle or, if a payment date falls due on a weekend or a public holiday, the next business day. Payments will be deducted from your authorised account on those days.
6. You must not cancel or suspend the direct debit authority unless alternative payment arrangements (that we have agreed to) have been made.
7. If in any payment period you believe you will have insufficient funds in your nominated bank account when a payment is due, you must tell us immediately to avoid bank charges and make alternative payment arrangements. We will pass on any bank fees incurred under this clause to you.
8. Once this Agreement has ended, your direct debit authority must not be cancelled until all outstanding Service Contributions and Fees have been paid.

| C13 Interest on late payments and costs if you default

1. If you don't pay your Service Contributions and Fees on time, we may, at our discretion, charge you interest on the unpaid amount at a rate equivalent to the MPIR at the time payment was due. Interest will be charged for the period over which payment was late, compounding monthly.
2. If you breach this Agreement, you must also pay or reimburse us all costs, charges, losses, expenses and damages we reasonably incur as a result of the breach if we ask you to.

| C14 GST

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

Part D: Rights and Responsibilities

I 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. The Services we provide must comply with the Aged Care Act including the Aged Care Quality Standards which are set out in the Aged Care Act.

I 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.

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

I D4 Reviewing this Agreement

1. We will review this Agreement:
 - (a) at least once every 12 months after the Start date; 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.

I D5 Preventing damage to your Home

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 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.

I D6 Providing a safe environment

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.
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.

I D7 Infection control

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

I D8 Suspending your Support at Home Services

1. You may suspend your Services on a temporary basis. For example, if you go on holiday or go into hospital, respite care or transitional care.
2. Some Services may also be suspended if you receive Short-term Supports.

3. We must continue to provide Care Management during your leave. We will continue to claim from the Government for the Care Management we deliver to you.
4. You must give us Prior 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.

I D9 When we can suspend your Services

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.

I D10 Complaints and feedback and whistleblower protections

1. We must provide Services that meet the standards established under the Aged Care Act and the Australian Consumer Law.
2. 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.

3. 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.
4. 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 Commissioner.
5. A copy of our current Complaints, Feedback and Whistleblower Policy is available on request. We will let you know if that Policy changes.
6. 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 Whistleblower Policy; and
 - (b) relevant information may be shared with the System Governor.
7. You may refer your complaint to the Aged Care Quality and Safety Commission or any State or Territory advocacy service, consumer protection agency or any other relevant government body at any time. The Aged Care Quality and Safety Commission 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).
8. You may make a complaint about our handling of your Personal Information to the Office of the Australian Information Commissioner.
 - (a) If you have a complaint:
 - (b) we can still claim for Care Management and other Services we provide from your Quarterly Government Funds; and
 - (c) you must continue to pay any applicable Contribution and Self-funded Prices.
9. You must tell us if you are having any issues with service providers or attending personnel.

I D11 Consumer Advisory Body

1. Under the Aged Care Act, Support at Home 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.

I D12 Prescriptions for Support at Home Services

1. Some Support at Home Services we provide may require a prescription by a suitably qualified health/allied health professional including:
 - (a) allied health professionals such as, occupational therapists, speech pathologists, physiotherapists and podiatrists;
 - (b) registered health professionals including registered nurses and General Practitioners;
 - (c) Aboriginal and community health workers; and/or
 - (d) rehabilitation specialists.
2. It is our responsibility to ensure the person providing the prescription is suitably qualified.
3. 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.

I D13 Evidence

1. We may need to provide certain documentation to the Government to make a claim for Support at Home 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.

I D14 Privacy and protection of personal information

1. Under the Aged Care Act we must:
 - (a) ensure the protection of your personal information;
 - (b) only use your personal information for a purpose:
 - (i) connected to the delivery of Services; or
 - (ii) for which the personal information was given to us;
 - (c) unless you consent we must not disclose your personal information to others, other than for a purpose:
 - (i) connected to the delivery of Services;
 - (ii) for which the personal information was given to us; or
 - (iii) of complying with an obligation under the Aged Care Act; and

- (d) ensure your personal information is protected by security safeguards that are reasonable in the circumstances to take against the loss or misuse of information.
- 2. We recognise your right to personal privacy and guarantee that we will take all reasonable steps to protect the confidentiality of your Personal Information as far as legally permissible in accordance with Privacy Laws.
- 3. 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.
- 4. 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.

I D15 Uses of personal information you consent to

- 1. You consent to us using your Personal Information for the purposes of:
 - (a) providing or procuring Services and Care Management;
 - (b) providing or procuring care and services at your Home as an incident of this Agreement or the other Services you receive, including any Short-term Supports;
 - (c) claiming and administering funding and supplements;
 - (d) enabling internal administration, quality improvement processes, industry benchmarking and analysis, training, assessments, reviews and investigations into and notification and management of complaints, claims, serious incidents and reportable events; and
 - (e) any other use permitted by law.
- 2. We may need to disclose Personal Information to third parties who are concerned with or may be concerned with providing or procuring Services, including contractors. We may also disclose information to other third parties, including health professionals, advisors, insurers and regulatory authorities. You consent to us doing this. When we disclose Personal Information to third parties, we will seek to ensure it is handled appropriately.
- 3. We may need to request or access personal information about you from third parties to allow services to be provided to you, including your family, carers, representatives, 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 as set out in the Agreement Details or as otherwise 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).

I D16 Variation of this Agreement

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.

I D17 Assignment

1. So long as we meet our obligations under the Aged Care Act, we may assign or novate all or part of our interest, rights and obligations under this Agreement to a third party. This means that if for example we transfer our government funded aged care operations to someone else, this Agreement will continue between you and the new provider unless you choose to have your Support at Home Services provided by someone else.
2. We will write to you if an assignment or novation is to occur. If we do, references in this Agreement to 'us' or 'we' will be taken to be references to the notified new provider, with the change to take effect from the date specified in the notice.

I D18 Ending this Agreement

1. You can end this Agreement and stop us being your Support at Home Provider by giving us at least 7 days' written notice.
2. We can end this Agreement and stop your Support at Home Provider by giving you at least 14 days' written notice if any of the following occur:
 - (a) you cannot be cared for in the community with the resources available to us;
 - (b) you notify us in writing that you wish to move to a location where we do not provide home care;
 - (c) you notify us in writing that you no longer wish to receive home care;
 - (d) your needs or condition changes to the extent that you no longer need home care or your needs as assessed by an Aged Care Assessment Team can be more appropriately met by other types of services or care;
 - (e) you have not paid your Contribution for a reason within your control and have not negotiated an alternative payment arrangement with us;
 - (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.

I D19 What happens when this Agreement ends

1. When this Agreement ends:
 - (a) you must return to us or allow us to collect any of our property or documents provided to you, including any equipment we have lent you;
 - (b) we must provide you with a final monthly statement in accordance with the Aged Care Act;
 - (c) we 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.

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 Prices (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.

I D20 Transferring to a new registered provider

1. This clause applies if:
 - (a) you are a pre-12 September 2024 care recipient and we hold HCP Funds for you; and
 - (b) you notify us within 56 days of us ceasing to be your Support at Home provider that you are transferring your Support at Home Services to another registered Support at Home provider.
2. After reconciling your HCP Funds in accordance with clause D19(1)(d), we will transfer the balance of any HCP Funds we hold to the new provider and the Government (as applicable) within 70 days of us ceasing to provide you with Services or any other period prescribed by the Aged Care Act.
3. You authorise us to provide information to the new provider for this purpose

I D21 Variation of this Agreement

1. This Agreement can be varied in writing 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.

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

I E1 Definitions

Meanings apply to capitalised terms used in this Agreement as specified in this clause and any expression used that is defined in the GST 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 the Date of this Agreement the Access Approval.
2. **Aged Care Act** means the Aged Care Act 2024 (Cth), the Aged Care Rules 2025 (Cth) and, to the extent relevant, the Aged Care Act 1997 (Cth), the Aged Care (Transitional Provisions) Act 1997 (Cth) and their associated regulations, rules and principles.
3. **Aged Care Code of Conduct** means the Aged Care Code of Conduct under the Aged Care Act establishing how we and our personnel must treat you as a consumer, a copy of which is set out in Part F.
4. **Aged Care Quality Standards** means the aged care quality standards set out in the Aged Care Act.
5. **Agreement** means this agreement for the provision of Services and includes the cover page(s), the Agreement Details, the Parts and any associated documents issued under this agreement. It also includes any Variation(s) that are made to this Agreement.
6. **Agreement Details** means the details at the start of this Agreement.
7. **Alternative Price Acknowledgement** means any agreement or acknowledgement between us and you concerning the Alternative Charges to apply in connection with this Agreement.
8. **Alternative Prices** means the fees and charges negotiated and agreed instead of our Standard Service Fees for the applicable Services and Care Management as set out in the Agreement, an Alternative Price Acknowledgement, your Budget or any other notification or acknowledgement regarding the fees and charges payable for Services, subject to any Variation. As at the Date of this Agreement, any Alternative Prices are set out in the Agreement.
9. **AT-HM** means Assistive Technology and Home Modifications.
10. **AT-HM Scheme** means the AT-HM scheme under the Aged Care Act.
11. **AT-HM Services** means assistive technology and/or home modifications services under the AT-HM Scheme.
12. **Australian Consumer Law** means the law set out in in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

- 13. 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.
- 14. 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 Prices you have agreed to pay.
- 15. Cancellation Fee** means the amount you must pay if you change or cancel a Service without providing us with Prior Notice, being the cancellation fee last notified to you before the change or cancellation of Services.
- 16. 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.
- 17. Care Management Allocation** means the portion of your Quarterly Government Funds that the Government sets aside for the Care Management we provide.
- 18. Care Management Fee** means the amount the Government will pay us for providing Care Management from your Care Management Allocation.
- 19. Care Management Supplement** means an extra supplement that you may be eligible for under the Aged Care Act in relation to Care Management. It will be paid to us for providing you with the additional Care Management services you may need.
- 20. Care Manager** means the person(s) nominated to oversee your Services as specified in the Agreement Details or as otherwise advised to you.
- 21. 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.
- 22. Charged Property** means if the Agreement Details record that you and/or a Guarantor have agreed to charge property or you and/or a Guarantor agree after the Date of this Agreement to charge your property for the purposes of this Agreement:
 - (a) in relation to you, any real estate in which you have an interest, including the property specified in the Agreement Details (if any); and
 - (b) in relation to a Guarantor, any real estate in which the Guarantor has an interest, including the property specified in the Agreement Details (if any).
- 23. Classification** means a classification that can be assigned to Support at Home 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.
- 24. Clinical Supports** means those Services which are prescribed as falling in the clinical supports means testing category in the Service List.
- 25. Commissioner** means the Commissioner of the Aged Care Quality and Safety Commission.

- 26. Complaints, Feedback and Whistleblower Policy** means our policy and/or any additional or replacement policy notified by us in relation to the management or regulation of complaints, feedback and whistleblower protections in connection with the provision of Services.
- 27. 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.
- 28. Consumer Guarantees** means the guarantees set out in Division 1 of Part 3.2 of the Australian Consumer Law.
- 29. 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.
- 30. Default Contribution Rate** means the default contribution rate set out in the Aged Care Act.
- 31. End-of-Life Care** means Services we may agree to provide under the short-term End-of-Life Pathway.
- 32. End-of-Life Care Manager** means a person we will allocate to you to coordinate your End-of-Life Care Services if we agree to provide you with End-of-Life Care.
- 33. 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.
- 34. 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.
- 35. End Date** means:
- (a) the date or any earlier 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.
- 36. Estimated Completion Date** means the date that we estimate your restorative care episode will be completed as set out in Part A or as otherwise set out in writing.
- 37. Extra Condition** means any extra condition(s) specified in the Agreement Details.
- 38. Excluded Item** means any Service we cannot claim from your Quarterly Government Funds because it is excluded under the Aged Care Act or Government directive, policy or guidance material, including “out of scope Services” set out in the Service List.
- 39. Fee Adjustment** means the mechanism and process for adjusting the Care Management Fee and/or any Prices or a component of them, as set out in the Agreement Details or any other mechanism and process agreed, including as set out in the Price List.

40. Fees means the costs, fees, charges and other amounts:

- (a) payable by you to us under this Agreement, including the Self-funded Prices; or
- (b) which we can claim from or charge to the Government in connection with the provision of Services.

41. Goal Plan means a plan we will develop for you if we agree to provide you with Services under the short-term Restorative Care Pathway as set out in Part A.

42. Government includes government departments and agencies who oversee or administer matters relevant to the provision of Services, including the Commissioner, Services Australia, Department of Veterans' Affairs, Department of Health and Aged Care and the System Governor (as the context permits).

43. GST means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.

44. GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

45. Guarantor means the person or people specified as the guarantor(s) in the Agreement Details.

46. Hardship Supplement means a supplement we may receive from the Government if you have been approved for hardship under the Aged Care Act.

47. HCP Funds means any funds we may hold for you for the period prior to 1 September 2021 under the HCP Program.

48. HCP Program means the home care packages program under the Aged Care Act 1997 (Cth).

49. Home means the place specified in the Agreement Details where we will provide you with Services (unless otherwise agreed).

50. Independence Supports means those Services which are prescribed as falling in the independence means testing category in the Service List.

51. Laws means all relevant State, Territory and Commonwealth laws and regulations and where the context requires, includes all Government policies applicable to the delivery of the Services.

52. MPIR means the maximum permitted interest rate under the Aged Care Act at the applicable time.

53. Part means a section of this Agreement with the heading 'Part'.

54. Participant and/or Client means:

- (a) you, being the individual specified in the Agreement Details who is to receive Services under this Agreement; and
- (b) includes where the context permits, your authorised representative(s).

- 55. Payment Cycle** means the manner or intervals when fees and charges are payable to us, as set out in the Agreement Details or agreed or, if no cycle is specified, monthly, or in the case of an amount which is not payable at regular intervals, including a change to your Service Contribution and Fees, on demand and on this Agreement ending, means the date this Agreement ends.
- 56. Payment Method** means the method by which payments are to be made by you under this Agreement, as set out in the Agreement Details or agreed, without deduction or set-off unless a deduction or set-off is authorised under the Aged Care Act.
- 57. Personal Information** means information about you and includes personal, sensitive or health information of or about you within the meaning of the Privacy Laws.
- 58. Price List** means our list of Prices, being as at the Date of this Agreement as set out in Part I and if applicable the Agreement Details.
- 59. Prices** means the fees for the Services which are charged by us, our preferred suppliers or any other suppliers, other than our Care Management Fee. This includes the Prices in our Price List, any other agreed Prices 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.
- 60. Prior Notice** means at least two business days' prior notice or any other period of notice specified by us from time to time for you to cancel or reschedule a Service.
- 61. 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.
- 62. 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.
- 63. Registered Provider** means the registered provider specified in the Agreement Details or any notified assignee and 'we', 'us' and 'our' have a corresponding meaning.
- 64. Restorative Care Pathway** means the restorative care pathway under the Aged Care Act.
- 65. 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.

- 66. Self-funded Service Fee** means each Service Fee you choose to pay, at agreed intervals, to receive Self-funded Services.
- 67. 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.
- 68. Service Contribution Rate** means the rate that is used and applied by Services Australia to determine the Service Contribution you must make.
- 69. Services** means those products and services we or a third party provide to you under this Agreement, including Care Management.
- 70. Service List** means the service list for Support at Home under the Aged Care Act.
- 71. Service Period** means the duration of the period commencing on the Start Date and ending on the End Date.
- 72. 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.
- 73. Standard Prices** means the standard fees and charges for Services and Care Management and other amounts set out in our Price List, subject to any Variation.
- 74. Start Day** means 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.
- 75. 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 at Part A.
- 76. Support at Home** means the Support at Home program funded under the Aged Care Act.
- 77. Support at Home Services** means Services under the Support at Home program including Short-term Supports.
- 78. 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.
- 79. Support Plan** means the Support at Home support plan prepared by the Government for you from time to time.
- 80. Supporter** means a person or people who are authorised to act as your supporter under the Aged Care Act.
- 81. System Governor** means the Secretary of the Department.

82. Unspent HCP Funds means any unspent funds you had under the HCP Program at 30 June 2025 and which are to be retained and used under the Aged Care Act for the Support at Home program.

83. 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.

84. Wrap-around and Coordination Services means wrap-around and / or coordination services we may agree to provide to you, if we agree to provide you with AT-HM Services.

I 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 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. 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 was an original.
10. 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.

11. Any person who executes this Agreement on behalf of the Client warrants that they are authorised to bind the Client 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.
12. This Agreement is governed by and interpreted in accordance with the Laws of the State/Territory in which we provide you with Services.
13. 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 governing persons and aged care workers.
2. When providing care, supports and services to people, I must:
 - (a) act with respect for people's rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions; and
 - (b) act in a way that treats people with dignity and respect, and values their diversity; and
 - (c) act with respect for the privacy of people; and
 - (d) provide care, supports and services in a safe and competent manner, with care and skill; and
 - (e) act with integrity, honesty and transparency; and
 - (f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of care, supports and services; and
 - (g) provide care, supports and services free from:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
 - (ii) sexual misconduct; and
 - (h) take all reasonable steps to prevent and respond to:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
 - (ii) sexual misconduct.

Part G: AT-HM Supports

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

Key Details

AT-HM Funding approval Supplements <i>(if applicable)</i>		Your AT Funding Tier is:
		\$500
		\$2,000
	Assistive Technology	\$15,000
		Other: _____
		<i>Higher amounts for AT may be approved with a prescription</i>
		Your HM Funding Tier
		\$500
	Home Modifications	\$2,000
		\$15,000
	Supplements <i>(if applicable)</i>	Rural and remote supplement for Support at Home Participants living in MMM 6 or 7
		Fee Reduction Supplement
Date of AT-HM Service Agreement		

Assistive Technology

	Description	Costs
AT Services we have agreed to provide		
Prescription		
	Estimated amount to be charged to HCP Package <i>(if any)</i>	
Wrap-round Services	Estimated amount to be charged to Support at Home Budget <i>(if any)</i>	
Administration Fee	Yes No	%

Home Modifications

	Description	Costs
HM Services we have agreed to provide		
Prescription		
	Yes	No
Coordination Fee	Estimated amount to be charged to HCP Package <i>(if any)</i>	
	Estimated amount to be charged to Support at Home Budget <i>(if any)</i>	
Contributions	AT-HM Services attracts a Contribution Rate equivalent to the Independence Category.	

I G1 Responsibility for equipment and modifications

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

I G2 Additional Wrap-around and Coordination Services

1. The Aged Care Act limits the amount we can charge to your AT Budget for Wrap-around Services \$500 or 10% of the Costs of your AT Services (whichever is lower).
2. If you require additional Wrap-around and Coordination Services, you agree that we can claim these costs from:
 - (a) unspent funds in your HCP Package (if you have any); or
 - (b) your Budget for Support at Home.

I G3 Contributions

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

I G4 Time-limit

1. You acknowledge that funding under the AT-HM Scheme is time limited and must be spent, not just committed, within a 12 month period unless the Government approves an extension.
2. You must cooperate with us to ensure we can provide the AT-HM Services in the necessary timeframe.
3. If we anticipate that we will not be able to provide the AT-HM Services within the relevant time period, you agree to submit an application for an extension if we ask you to.
4. If you do not assist us to complete the AT-HM Services in this timeframe and you do not obtain an extension, you will be personally liable for any costs we incur in seeking to procure the AT-HM Services on your behalf.

I G5 Exclusivity

1. You warrant that you have not entered into a service agreement with any other registered provider for the provision of Services under the AT-HM Scheme and you agree you will not do so during the term of this Agreement.

Part H: End-of-Life Care

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

Period

Start Date

End Date

I H1 Period

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

I H2 Care Plan

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

I H3 Contributions

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

I H4 Exclusivity

1. You warrant that you have not entered into a service agreement with any other registered provider for the provision of End-of-Life Care Services from the Start Date and you agree you will not do so during the term of this Agreement.

Part I: Price List

* Refer to the Royal Freemason LTD Support at Home Price List