

Self-Managed Home Care Agreement

between

**Self Managed Support Pty Ltd trading as HomeMade Support
(Approved Provider)**

and

(Customer)

SAMPLE

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Part one – Key Terms

| Customer details | | |
|---|--|--|
| Customer (You, your) | Name | |
| | Date of birth | |
| | Home address | |
| | Postal address (if different to home address) | |
| | Phone | |
| | Email | |
| Substitute Decision Maker (if any) | Name | |
| | Address | |
| | Phone | |
| | Email | |
| | Legal authority (eg enduring power of attorney, enduring guardian) | |
| Supported Decision Maker (if any) | Name | |
| | Address | |
| | Phone | |
| | Email | |
| Other/Emergency Contact Person | Name | |
| | Address | |
| | Phone | |
| | Email | |
| General Practitioner | Address | |
| | Phone | |
| | Email | |
| | Phone | |

| Approved Provider details | | |
|-------------------------------|--|---------------------|
| Approved Provider Name | Self-Managed Support Pty Ltd trading as HomeMade Support | |
| Home Care Service | Home Care Package Provider | |
| ABN | 88 638 372 960 | |
| Address | 255 Pitt St, Sydney NSW 2000 | |
| Support Partner | Your initial Support Partner will be: | Phone: 1300 655 688 |

| Home care package, funding and fee details | | |
|---|--|--|
| Transferring from another provider? | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, name of previous provider: |
| Home Care Package | <input type="checkbox"/> Level 1 (to support people with basic care needs) <input type="checkbox"/> Level 2 (to support people with low level care needs) <input type="checkbox"/> Level 3 (to support people with intermediate care needs) <input type="checkbox"/> Level 4 (to support people with high care needs) | |
| Supplements | <input type="checkbox"/> Dementia and cognition supplement <input type="checkbox"/> Veterans' supplement <input type="checkbox"/> Oxygen supplement | <input type="checkbox"/> Enteral feeding supplement <input type="checkbox"/> Hardship supplement <input type="checkbox"/> Viability supplement <input type="checkbox"/> Top-up supplement |
| Estimate of monthly Subsidy amount (based on package level only and excluding any relevant Supplements and Home Care Fees) | \$ | |
| Your Budget | Your Budget will be available for you to view on the HomeMade Platform. | |
| Home Care Fees | Income Tested Care Fee (this is an estimate only and may change in accordance with clause 26.1) | \$ |
| | Personal Contribution (if known at entry) | \$ |
| Management Fees | Package Management Fee | \$ |
| | Care Management Fee | \$ |
| Expenses | Your Expenses will include the cost of: <ul style="list-style-type: none"> • Supports and Services you receive • Travel (where relevant) | |

| | |
|--|---|
| Default Interest Rate (for unpaid Home Care Fees, Management Fees and Expenses) | MPIR compounding monthly |
| Agreement details | |
| Date of this Agreement | |
| Start Date | |
| Support Plan | Your Support Plan will be available for you to view on the HomeMade Platform. |

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Part two – About this agreement

1 Navigating and understanding this Agreement

- 1.1 The start of this Agreement has a table called Key Terms. The Key Terms is where you will find information that is specific to you.
- 1.2 There is more information at the end of this Agreement in pages called the Schedules. Where the Agreement refers to a Schedule, a reference (such as 1, 2, 3 etc.) will be included and you can find out more by reading the Schedule marked with that number.
- 1.3 If you see a word with a capital letter you can find out more about that word in the definitions at Schedule 1.
- 1.4 Schedule 1 also includes rules about how words in this Agreement will be interpreted.
- 1.5 If English is your second language, you have a vision or hearing impairment, or you require any special assistance in accessing this Agreement please let us know and we will help.
- 1.6 We invite you to sign this Agreement, however you are not required to do so. If you do not sign this Agreement, but you proceed to accept Supports and Services from us after receiving the Agreement, the terms of this Agreement will apply as though you signed the Agreement.

2 Overview of this Agreement

- 2.1 As a Home Care Package recipient you are eligible to receive Australian Government funding to contribute to the cost of certain Supports and Services under the Home Care Package program. You will also be required to pay certain Home Care Fees, Management Fees and Expenses in relation to the Supports and Services you receive.
- 2.2 This Agreement sets out:
 - (a) our self-management model;
 - (b) how you will receive the Supports and Services set out in your Support Plan;
 - (c) the funding you are entitled to access under your Home Care Package; and
 - (d) how you will pay for (or contribute to) the costs of your Supports and Services.
- 2.3 We will:
 - (a) take all reasonable steps to comply with our obligations set out in this Agreement and at law;
 - (b) oversee the provision of Supports and Services under the terms of this Agreement and your Support Plan in a way that takes into account your needs and preferences.

2.4 You will:

- (a) pay your Home Care Fees, Management Fees and the Expenses applicable to your Supports and Services; and
- (b) comply, to the extent within your control, with your responsibilities under this Agreement and at law.

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Part three – Management of your Home Care Package

3 Understanding self-management

- 3.1 HomeMade provides self-managed home care services as our standard service offering.
- 3.2 Self-management means you have a more active role in managing the care and services you receive under your Home Care Package, including what services are provided, who provides the services and when the services are provided.
- 3.3 Self-management does not mean that you are solely responsible for your Home Care Package. As the approved provider, we retain an important role in overseeing the delivery of care and services under your Home Care Package, managing the funding and ensuring the relevant legal requirements are met. We are also responsible for providing Care Management, which is a required service for all home care consumers, including those who are self-managing their Home Care Package.

4 Capacity and suitability for self-management

- 4.1 Self-managing your home care package means that you will be responsible, or have shared responsibility with us, for certain tasks. The tasks you are responsible for are known as Your Self-management Responsibilities.
- 4.2 It is important to understand that successful self-management will require you to have a certain level of capacity and suitable skills, as well as the time needed, to meet Your Self-management Responsibilities. For example:
 - (a) you will need to be able to access the HomeMade Platform to view your Support Plan, Budget and manage your Supports and Services and Support Providers – this requires you to have access to an appropriate technology device and the skills to be able to navigate the HomeMade Platform;
 - (b) you will be taking an active role in sourcing, selecting, onboarding and managing your Support Providers – this requires you to have time in your regular routine to be able to complete these tasks, and the communication and organisation skills needed to liaise with your chosen Support Providers.
- 4.3 Before entering our home care service, we will assess your capacity and suitability to meet Your Self-management Responsibilities, either by yourself or with assistance from Supported Decision Maker, if you choose to nominate someone to assist you. We encourage you to participate openly in this discussion and let us know if you have any concerns about your capacity or suitability to undertake these tasks. If you or we have any concerns about your capacity and suitability to meet Your Self-management Responsibilities, we will consult with you about whether your needs may be better met by accessing services that are not self-managed.
- 4.4 Once you begin receiving Supports and Services, we will continue to monitor your capacity and suitability to meet Your Self-management Responsibilities. As part of this process:

- (c) you consent to undertaking at your expense any assessments required to assess your capacity and suitability to meet Your Self-Management Responsibilities; and
 - (d) you must let us know any time you become concerned about your capacity or suitability to meet Your Self-management Responsibilities.
- 4.5 If you or we have any concerns about your capacity or suitability to meet Your Self-management Responsibilities, we will consult with you about what actions may be necessary to ensure your Supports and Services are delivered safely and in accordance with the relevant legal requirements. These actions may include:
- (a) requesting assessment of your care needs or capacity and suitability to meet your Self-Management responsibilities; and/or
 - (b) changing your Home Care Package to Partial Management, either temporarily or permanently, as set out in clause 5 below.

5 Partial Management

- 5.1 While HomeMade is predominantly a self-managed service, we can also provide Partial Management in certain circumstances.
- 5.2 Partial Management may involve:
- (a) HomeMade assuming some of Your Self-management Responsibilities;
 - (b) HomeMade providing additional Care Management to you; and/or
 - (c) you receiving additional Supports and Services from Support Providers.
- 5.3 If you or we have any concerns about your capacity and suitability to meet Your Self-management Responsibilities we may:
- (a) conduct a virtual home visit with you to assess your capacity and suitability to meet Your Self-Management Responsibilities;
 - (b) require you to obtain an assessment of your capacity and suitability to meet Your Self-Management Responsibilities.
- 5.4 You agree that you will:
- (a) participate in any virtual home visit or assessment under clause 5.3(b); and
 - (b) participate in, be responsible for arranging and pay any Expenses associated with any assessment carried out by a support provider under clause 5.3(b).
- 5.5 If, following an assessment referred to in 5.3(b), we determine that you are unable to meet some or all of Your Self-management Responsibilities:
- (a) we will determine, based on the assessment, whether a temporary or permanent change to Partial Management is needed and, if temporary, the period for Partial Management;
 - (b) you agree that you will change to Partial Management, either temporarily or permanently, as determined by us;
 - (c) based on the assessment, we will consult with you about:

- (i) which of Your Self-Management Responsibilities we will assume and which you will remain responsible for;
 - (ii) any additional Care Management you require; and
 - (iii) any additional Supports and Services you may require to meet your assessed needs;
- (d) you acknowledge that you will be required to pay increased Management Fees and Expenses under Partial Management, including:
- (i) increased Care Management Fee, which will reflect any additional Care Management you require;
 - (ii) additional Expenses for any Supports and Services required to meet your needs;
 - (iii) a Personal Contribution if any of your Expenses exceed your Budget or Available Funds;
- (e) we will confirm the Partial Management arrangements with you in writing.
- 5.6 If you are under Partial Management we will review this arrangement annually, or sooner if you request a review or there is a significant change in your circumstances which is known to us.
- 5.7 You retain the right to terminate this agreement under clause 35.1 at any time, for example if you wish to transfer to another provider.

6 Nominating someone to assist you with self-managing your Home Care Package

- 6.1 You can nominate one or more persons assist you with self-managing your Home Care Package. For example, you can nominate someone to assist you to complete some of Your Self-management Responsibilities or to discuss your Home Care Package with us. However, it is important to distinguish between someone who is:
- (a) a Supported Decision Maker – this person has been nominated by you but has no legal authority to make decisions on your behalf –this person may assist you but they cannot make decisions on your behalf; and
 - (b) a Substitute Decision Maker – this person can assist you with tasks and they can also make certain decisions on your behalf, subject to the relevant law and the terms of their authority.
- 6.2 If you nominate one or more persons to assist you with self-managing your Home Care Package:
- (a) you must inform us whether the person is a Supported Decision Maker or a Substitute Decision Maker;
 - (b) if the person is a Substitute Decision Maker, you must give us any information or documentation we reasonably require to enable us to confirm their authority;
 - (c) you acknowledge that your Substitute Decision Maker can only make decisions on your behalf to the extent they are legally authorised to do so;

- (d) we may ask you and/or the person you have nominated to sign additional documentation such as an information sharing consent form before we engage with the person;
- (e) once arrangements are in place for us to communicate with another person in relation to your Home Care Package, we will continue to do so unless and until you request otherwise.

6.3 Even if you have someone assisting you with self-managing your Home Care Package, you remain responsible for complying with your Self-Management Responsibilities.

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Part four – General rights and responsibilities

7 Your rights

7.1 Charter of Aged Care Rights

- (a) The Charter of Aged Care Rights describes your legislated rights as a consumer of government funded Home Care.
- (b) We have given you a copy of the Charter of Aged Care Rights in Schedule 6.
- (c) If you would like any assistance reading or understanding the Charter of Aged Care Rights, please let us know and we can offer assistance including translation and information services.
- (d) We invite you or your Substitute Decision Maker to sign the Charter of Aged Care Rights if you wish, however you are not required to sign and can receive Supports and Services from us if you choose not to sign.

7.2 Additional aged care rights

- (a) You have a right to make choices about your Supports and Services.
- (b) You are entitled to make, without fear of reprisal, a complaint about the provision of Home Care. Information about how to make a complaint is set out in clause 11.
- (c) You may suspend, on a temporary basis, the provision of Supports and Services, from a particular date.

7.3 Consumer rights

You have general consumer rights under the Australian Consumer Law. These rights means that you can expect certain things when you buy a product or service in Australia. These are automatic rights that apply under the Australian Consumer Law when you buy a product or service in Australia.

8 Your responsibilities

8.1 You must comply with your Self-Management Responsibilities.

8.2 You must comply with the following general responsibilities:

- (a) Treat us, Support Providers and Home Care Workers with respect, which includes:
 - (i) respecting Home Care Workers' human, legal and industrial rights, including the right to work in a safe environment;
 - (ii) not subjecting any person involved in your Home Care Package to exploitation, abuse, discrimination, or harassment;

- (iii) not being rude, abusive or aggressive to any person involved in your Home Care Package.
 - (b) Ensure any person present when you receive Supports and Services, or otherwise involved in your Home Care Package such as your Substitute Decision Maker, your Supported Decision Maker, your family, friends and visitors, treat us, Support Providers and Home Care Workers in with respect, including as set out in clause 8.2.
 - (c) Care for your own health and wellbeing, as far as you are capable.
 - (d) Ensure the place where you receive Supports and Services is safe for us, Support Providers and Home Care Workers to access.
 - (e) Consult reasonably with us in relation to your Home Care Package and Supports and Services, including in relation to the assessment of your needs.
- 8.3 If you fail to comply with any of your responsibilities and this results in an infringement of the right of a Home Care Worker to work in a safe environment, we may need to:
- (a) temporarily suspend Supports and Services until the risk has been resolved to our reasonable satisfaction;
 - (b) consider whether it may be necessary to terminate this agreement under clause 35.2(a)(vi), subject to the requirements of the User Rights Principles.

9 Our rights

HomeMade, Support Providers and Home Care Workers have legal rights, which include:

- (a) human, legal and industrial rights, including the right to work in a safe environment;
- (b) the right to suspend Supports and Services where there is an unreasonable risk to the health, safety or wellbeing of a person involved in providing Supports and Services;
- (c) the right to receive payment of Home Care Fees, Management Fees and Expenses payable under this Agreement or otherwise in connection with your Home Care Package.

10 Our responsibilities

We agree:

- (a) that the Home Care will be delivered on a Consumer Directed Care basis;
- (b) to comply with our responsibilities under the Code of Conduct (Schedule 5);
- (c) to comply with the Aged Care Quality Standards;
- (d) to treat you with dignity and respect;

- (e) to take all reasonable steps to protect the confidentiality, so far as legally permissible, of information provided by you, in accordance with our Privacy Policy and this Agreement;
- (f) to communicate with you using your preferred method of communication, where possible;
- (d) to give you, within seven days of receiving your written request:
 - (i) a clear and simple presentation of the financial position of our home care service, including the costs of home care, that explains any ongoing fees payable by you; and
 - (ii) a copy of the most recent statement of the audited accounts of our home care service.
- (e) to give you information, in a format that is clear and easy to understand, about:
 - (i) the Supports and Services available to you;
 - (ii) the amount of any Subsidy and Supplements you are entitled to;
 - (iii) the Home Care Fees, Management Fees and Expenses payable under this Agreement.

11 Complaints, advocacy and accessibility

11.1 Internal complaints

You can make a complaint or give feedback to us directly:

- (a) by phone by calling: 1300 655 688
Email: feedback@homemadesupport.com.au
- (b) in writing by addressing your letter to:
Snr Manager, Quality Risk & Feedback

HomeMade
PO Box A440
South Sydney
NSW, 1235

11.2 External complaints

You may contact the Aged Care Quality and Safety Commission to make a complaint. You can contact the Aged Care Quality and Safety Commission:

- (a) by phone: 1800 951 822
- (b) online:
<https://www.agedcarequality.gov.au/making-complaintlodge-complaint/online-complaints-form>

- (c) in writing by addressing your letter to:

Aged Care Quality and Safety Commission
GPO Box 9819, in your capital city

11.3 Aged Care Advocacy

If you need someone to support you or speak up for you, you can get help from the Older Persons Advocacy Network. Each state operates an information and advice line available between 6am-10pm 7 days a week. Free call: 1800 700 600. You can also fill out a General Enquiry Form on the OPAN website: <https://opan.org.au/contact-us/>.

11.4 Accessibility

- (a) If you need an interpreter, you can phone the Translating and Interpretation Service on 131 450 and ask them to put you through to the phone numbers listed above.
- (b) If you are hearing or speech impaired, you can contact the National Relay Service on 133 677 then ask for the phone numbers listed above.

12 Privacy and confidentiality

12.1 We are committed to the Australian Privacy Principles contained in the Privacy Act.

12.2 We may collect, use and disclose various personal information about you for the purposes of providing and/or facilitating the provision of Supports and Services to you, facilitating our internal business operations, including the fulfilment of any legal and regulatory requirements and providing you with information about us and the services that we or other relevant Support Providers offer. We may disclose personal information about you to our related entities and affiliated organisations and Support Providers, who assist us in operating our business.

12.3 You acknowledge that we may collect personal information about you from and disclose personal information about you to:

- (a) your Substitute Decision Maker at any time; and/or
- (b) your Supported Decision Maker at any time; and/or
- (c) your Other/Emergency Contact Person in an emergency or where we are unable to contact you or your Substitute Decision Maker.

12.4 We may also use and disclose your personal information for a purpose other than for which the information is collected in circumstances authorised under the Privacy Act, including where:

- (a) authorised or required at law;
- (b) necessary to lessen or prevent a serious threat to life, health or safety.

12.5 Personal information is managed in accordance with our Privacy Policy and we may provide you with other policies concerning our handling of personal information which should be read in conjunction with this Agreement.

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Part five – Receiving Supports and Services

13 Development of your Support Plan

- 13.1 We will consult with you to develop a Support Plan appropriate for your assessed needs, goals and preferences and based on your Home Care Package Level, which is set out in the Key Terms.
- 13.2 The Supports and Services you may receive under your Home Care Package are set out in the Specified Care and Services (Schedule 2). Your Support Plan will also include Care Management, which is a mandatory service for all Home Care Package recipients.
- 13.3 When developing your Support Plan in consultation with you, we will encourage you to:
- (a) make informed choices about the type of Supports and Services you receive and the delivery of your Supports and Services, including who will deliver Supports and Services to you and when.
 - (b) identify goals which will form the basis of your Support Plan.
- 13.4 Your Support Plan will be available for you to view on the HomeMade Platform.

14 Commencing Supports and Services

- 14.1 This Agreement begins on the Date of this Agreement. This Agreement will continue until it is terminated by you or us or upon your death, as provided in clause 36.
- 14.2 Once you have a Support Plan in place you can begin to receive Supports and Services. The date you commence receiving Supports and Services is the Start Date.

15 Review of your Supports and Services and/or your Support Plan

- 15.1 We will review your Supports and Services and/or Support Plan with you and make changes if required:
- (a) at least once a year;
 - (b) at your request; and/or
 - (c) at any time we become aware or reasonably suspect that there has been a significant change to your needs or health condition.
- 15.2 The process of reviewing your Support Plan, whether as part of the annual review process or any other review, may include:
- (a) consultation between you and your Support Partner, which may be in-person, by phone or videoconference;
 - (b) assessment of your needs, for example geriatrician, occupational therapy and/or nursing assessment and environmental safety assessment;

- (c) speaking with your Support Providers and any other person involved in your Supports and Services, including your Substitute Decision Maker or your Supported Decision Maker (if applicable);
 - (d) case conferences, including multidisciplinary case conferences as required.
- 15.3 As part of the process of reviewing your Supports and Services and/or your Support Plan you:
- (a) agree to actively participate in the process, including facilitating and attending consultation meetings, assessments and case conferences;
 - (b) consent to any assessment of your Home Care needs we reasonably recommend;
 - (c) agree to pay, either through use of your package funds and/or a Personal Contribution, any Expenses associated with assessment of your Home Care needs, including any Expenses we or you incur from a third party such as a medical or allied health professional.
- 15.4 If, following review of your Supports and Services and/or your Support Plan, we identify that your needs have increased, we will consult with you about the Supports and Services you need and how they may be funded, for example through:
- (a) applying for an increase in your Home Care Package level, if applicable;
 - (b) payment of a Personal Contribution for any Supports and Services that exceed the scope of your Budget or Available Funds.
- 15.5 If you fail to participate in the process of reviewing your Support Plan you acknowledge that we will be unable to add or change your Supports and Services as we will have been unable to verify whether the Supports and Services are consistent with your needs and any required assessment. If you obtain any Supports and Services that are not included in your Support Plan you must pay for these Supports and Services by paying a Personal Contribution.

16 Declining a request for Services and Supports

- 16.1 While you are encouraged to exercise choice in the type of Supports and Services you access, in some circumstances it may be necessary for us to decline a request from you to receive Supports and Services or for the reimbursement of an invoice, including where your request:
- (a) may cause harm or pose a threat to the health, safety or wellbeing of you, a Home Care Worker or another person;
 - (b) is for something that is outside the scope of the Home Care Packages program;
 - (c) would result in us not being able to comply with our responsibilities under any law or guideline, including the Department's Home Care Operational Manual;
 - (d) is for Supports and Services to be provided by a Support Provider that:

- (i) does not comply, or will not provide sufficient evidence of their compliance, with the Suitability Requirements or the Compliance Requirements;
 - (ii) will not enter into a suitable contract for the provision of Supports and Services; or
 - (iii) has been the subject of previous difficulties or negative experiences known to us;
- (e) would be beyond the scope of your Budget or Available Funds;
 - (f) would be contrary to your needs, as set out in your Support Plan;
 - (g) would be contrary to any government guidance material in relation to items that are included or excluded from a Home Care Package;
 - (h) would be for something for which you do not have an appropriately documented assessed need or which is not currently included in your Support Plan;
 - (i) involves an actual or perceived conflict of interest, for example engagement of a family member, whether individually or through an agency or business.

17 Your Budget

- 17.1 We will consult with you to develop a Budget with reference to your needs, goals and preferences and the resources available under your Home Care Package.
- 17.2 Your Budget will set out, for a calendar month:
- (a) the amount of the Subsidy payable;
 - (b) the amount of any Supplement you are eligible for and we are made aware of that is payable;
 - (c) the amount of Home Care Fees payable by you, including:
 - (i) any Income Tested Care Fee; and
 - (ii) any Personal Contribution;
 - (c) the amount of Management Fees payable by you, including:
 - (i) Package Management Fees; and
 - (ii) Care Management Fees;
 - (d) an itemised list of anticipated Expenses, including the anticipated cost of:
 - (i) Supports and Services;
 - (ii) Travel.

- 17.3 Your Budget will be available for you to view on the HomeMade Platform.
- 17.4 You can ask us a question about your Budget at any time and we will help you to understand your Budget.
- 17.5 We will review and, if necessary, revise your Budget, in consultation with you, if:
- (a) the amount of Subsidy or any Supplement you are entitled to changes;
 - (b) your Home Care Fees change;
 - (c) your Management Fees change;
 - (d) your Expenses change, for example:
 - (iii) the Supports and Services you receive changes; or
 - (iv) the cost of your Supports and Services changes;
 - (e) you request us to do so, in which case the review will take place within 14 days of receiving your request.
- 17.6 You are responsible for monitoring your Budget and Available Funds to ensure you do not receive any Supports and Services that would cause you to exceed your Budget or Available Funds.

18 Engaging Support Providers

- 18.1 There are a number of different ways you can engage Support Providers when self-managing your Home Care Package as set out below:
- (a) **Select a commonly-used Support Provider**
 - (i) We can give you information about Support Providers that are commonly used by HomeMade customers.
 - (ii) These Support Providers have already been onboarded by us, which means we have:
 - (A) entered into a suitable agreement between HomeMade and the Support Provider;
 - (B) verified that the Support Provider meets the Suitability Requirements and the Compliance Requirements.
 - (iii) If you choose to use a commonly-used Support Provider, you must comply with your Self-Management Responsibilities in Schedule 3 in relation to the Support Provider. This includes that you must agree directly with the Support Provider all matters contained in the Support Provider Form in Schedule 7.

(b) **Select a Support Provider to be onboarded by HomeMade**

- (i) You can identify a Support Provider you wish to engage and refer them to us to be onboarded.
- (ii) We will follow our onboarding process, which may include:
 - (A) requesting information from you about the proposed Support Provider;
 - (B) engaging with the proposed Support Provider and requesting information and documents from them;
 - (C) entering into a suitable agreement between HomeMade and the Support Provider.
- (iii) If you choose to use a commonly used Support Provider, you must comply with your Self-Management Responsibilities in Schedule 3 in relation to the Support Provider. This includes agreeing directly with the Support Provider all matters contained in the Support Provider Form in Schedule 7.

(c) **Select a Support Provider and seek reimbursement without onboarding by HomeMade**

- (i) You can engage a Support Provider to provide certain Supports and Services and seek reimbursement of their invoices without onboarding by HomeMade.
- (ii) The reimbursement arrangement is not available for certain Supports and Services, including:
 - (A) engaging a support worker;
 - (B) clinical or nursing services;
 - (C) personal care services;
 - (D) social work,
 - (E) whether provided by an individual or through an agency.
- (iii) If you choose to select your own Support Provider and seek reimbursement, you:
 - (A) must comply with your Self-Management Responsibilities in Schedule 3 in relation to the Support Provider, including the additional responsibilities relevant to this arrangement;
 - (B) must enter into an agreement directly with the Support Provider;
 - (C) must agree with the Support Provider all matters contained in the Support Provider Form in Schedule 7 and any other terms relevant to the Supports and Services;

- (D) must ensure the Support Provider meets the Suitability Requirements and Compliance Requirements and provide evidence of the Support Provider's compliance with these requirements to HomeMade on request;
- (E) should ensure the Support Provider complies with the Support Standards;
- (F) must ensure the Support Provider's pricing is reasonable and consistent with the Pricing Schedule in Schedule 4;
- (G) acknowledge that HomeMade will not:
 - (I) enter into an agreement directly with the Support Provider;
 - (II) independently verify the Support Provider's compliance with the Suitability Requirements or Compliance Requirements;
 - (III) is relying on your assurance that you will enter into an appropriate agreement with the Support Provider and verify the Support Provider's compliance with the Suitability Requirements or Compliance Requirements;
- (H) acknowledge that reimbursement of Support Provider invoices is subject to HomeMade's approval, which may be refused in certain circumstances, including:
 - (I) where the invoice is for Supports and Services that are not available under the reimbursement arrangement as set out in clause 17.1(c)(ii) above;
 - (II) in any of the circumstances set out in clause 15 above;
 - (III) where HomeMade reasonably determines that the Supports and Services do not meet the hpomecare rovider guidelines.

(d) **Select a Support Provider through Mable**

- (i) You can engage a Support Provider through Mable.
- (ii) These Support Providers have already been onboarded by Mable, which means that Mable has:

- (A) entered into an agreement between Mable and the Support Provider;
 - (B) verified that the Support Provider meets the Suitability Requirements and the Compliance Requirements.
- (iii) You acknowledge that we will not:
- (A) enter into an agreement directly with the Support Provider;
 - (B) independently verify the Support Provider's compliance with the Suitability Requirements or Compliance Requirements;
- (iv) If you choose to engage a Support Provider through Mable, you must comply with your Self-Management Responsibilities in Schedule 3 in relation to the Support Provider, including the additional responsibilities relevant to this arrangement. This includes that you must enter into a service agreement within the Mable platform for each Support Provider.

19 Changing or cancelling a booking

- 19.1 Generally, you must provide no less than 72 hours' notice to change or cancel a booking for Supports or Services, otherwise you may be charged the full expense of the Support or Service.
- 19.2 You must agree the terms for changing or cancelling a booking for Supports or Services with any Support Provider you engage directly. You can do this by completing the Support Provider Form (Schedule 7) with each Support Provider.
- 19.3 If you engage a commonly used Support Provider, we will inform you of their cancellation terms, however you acknowledge that you are responsible for agreeing to them.

20 Our rights to suspend services

- 20.1 We may suspend your Home Care Package if, in our reasonable opinion:
- (a) your conduct or the conduct of any person associated with you, or the environment in which you receive Supports and Services, may pose a risk to any person or result in a breach of legal obligations including under work health and safety laws;
 - (b) any Home Care Worker has been subject to threats or intimidation or verbally abused in the course of administering your Home Care Package or delivering Supports and Services and either:
 - (i) the conduct is placing a Home Care Worker at the risk of serious harm;
or
 - (ii) you have already received a written warning regarding similar behaviour;
 - (c) you have:

- (i) caused serious injury to a Home Care Worker; or
- (ii) infringed the right of a Home Care Worker to work in a safe environment;
or
- (d) you indicate to us an intention to stop paying Home Care Fees, Management Fees or Expenses payable under this Agreement in the timeframes you have agreed to pay them.

20.2 If your Home Care Package is suspended, we will notify you in writing and inform you of next steps, which may include:

- (a) consulting with you;
- (b) informing you of reasonable steps you must take to resolve any health or safety risk;
- (c) in certain circumstances, considering termination of your agreement under clause 35.2, but only where it is lawful to do so in accordance with this Agreement and the User Rights Principles.

21 Leave and reduction of Supports and Services

21.1 Taking leave

- (a) You may suspend, on a temporary basis (also known as taking leave) your Supports and Services at any time.
- (b) If you wish to take leave from your Supports and Services you must:
 - (i) give us no less than 24 hours' notice (except in the event of an emergency);
 - (ii) notify your Support Provider(s) within any timeframe you have agreed with the Support Provider.
- (c) If you take leave:
 - (i) you cannot receive any Supports and Services, including Care Management, Package Management;
 - (ii) we will not approve any invoices for Supports and Services received during a period of leave;
 - (iii) you will continue to pay any Income Tested Care Fee in full for:
 - (A) up to 28 days in a row for each hospital stay;
 - (B) up to 28 days in a row for each period of transition care;
 - (C) up to 28 days in a financial year for any residential respite leave;
 - (D) up to 28 days in a financial year for any social leave;
 - (i) after which a lower amount may be payable;

- (iv) the amount of Subsidy and any Supplements you are entitled to may be reduced depending on the reason for and the length of the suspension;
 - (v) we will continue to record any Subsidy and Supplements in your monthly statement;
 - (vi) you must give us no less than seven days' notice of when you wish Supports and Services to recommence.
- (d) We will not charge you for any Supports and Services, including any Care Management Fee or Package Management Fee for any month where you receive no Supports and Services for the entire month, however:
- (i) a Care Management Fee and Package Management Fee may be charged where you go on leave partway through a month;
 - (ii) you must pay any Expenses associated with any Supports and Services you received before your leave commenced.

21.2 Temporary reduction of Supports and Services

You may temporarily reduce your Supports and Services, for example if you are in hospital but wish to continue lawn mowing services. If you temporarily reduce your Supports and Services:

- (a) this will not be considered leave, as you will still be receiving Supports and Services;
- (b) you will continue to pay any Expenses associated with any Supports and Services you continue to receive;
- (c) you will continue to pay any Income Tested Care Fee in full;
- (d) you will continue to pay any Personal Contribution applicable to the Supports and Services you receive;
- (e) we will continue to charge you a Package Management Fee and a Care Management Fee as we will continue to provide Package Management and Care Management.

We ask that you keep us informed if you intend to temporarily reduce your Supports and Services.

21.3 Calendar month where no Supports and Services are provided apart from Care Management

If there is a calendar month (other than the first month) where you do not receive any Supports and Services apart from Care Management, we will charge a Care Management Fee but we will not charge a Package Management Fee.

Part five – Financial information

22 Home Care Fees

- 22.1 Your Home Care Fees are your out-of-pocket costs.
- 22.2 If you are a Continuing Care Recipient, we may charge you the fees set out in Division 60 of the Transitional Provisions Act and section 130 of the Transitional Provisions Principles. Information about your Home Care Fees will be set out in your Budget.
- 22.3 If you are not a Continuing Care Recipient, the Home Care Fees you must pay include:
- (a) any Income Tested Care Fee (if any) as determined by Services Australia from the Start Date; and
 - (b) any Personal Contribution for any Supports and Services you receive that exceed your Budget or Available Funds, or for which you have agreed to a Personal Contribution.
- 22.4 If you do not wish to disclose your financial information to us or Services Australia, we may charge you the maximum amount of Income Tested Care Fee payable under the Act.
- 22.5 All Home Care Fees will be invoiced monthly in arrears and must be paid by direct debit or in another manner as otherwise directed by us from time to time.
- 22.6 You must complete the direct debit form we give you before you commence receiving Supports and Services. If the direct debit form is executed by your Substitute Decision Maker, we will require evidence that the person is authorised to execute the direct debit form on your behalf.
- 22.7 Failure to pay your Home Care Fees may result in termination of this Agreement under clause 35.2.
- 22.8 If this Agreement ends and:
- (a) you have overpaid any Home Care Fees, we will refund to you any amount you have overpaid within 1 month after the date you cease receiving Supports and Services;
 - (b) you have any Home Care Fees outstanding or a negative balance, you must pay the required amount to us within the payment terms under this Agreement, otherwise we may recover any amount from you through debt recovery processes.
- 22.9 Further detail of your Home Care Fees will be set out in your Budget.

23 Management Fees

- 23.1 Your Management Fees are the fees you pay HomeMade for managing and administering your Home Care Package and include:
- (a) a Package Management Fee; and

(b) a Care Management Fee.

23.2 Your Management Fees:

(a) will not exceed any maximum cap determined by the Commonwealth Government from time to time;

(b) may vary depending on your ability to meet your Self Management Responsibilities.

23.3 Your Management Fees are charged as a percentage of your Home Care Package funds. The percentage will not exceed the maximum permitted at law.

23.4 Further detail of your Management Fees will be set out in your Budget.

24 Expenses

24.1 Your Expenses are the costs or charges for all Supports and Services you receive.

24.2 Your Expenses include the cost of:

(a) Supports and Services you receive from HomeMade or any Support Provider;

(b) any Travel provided in connection with your Supports and Services.

24.3 Your Expenses will be deducted from your Home Care Package funds.

24.4 We have published a Pricing Schedule that provides a range of prices for common Supports and Services (Schedule 4).

24.5 You are responsible for agreeing the cost of your Expenses with each Support Provider. You can do that by completing the Support Provider Form (Schedule 7) with each Support Provider. The cost of Expenses you agree with a Support Provider should be reasonable and should not exceed the ranges provided in our Pricing Schedule (Schedule 4).

25 Unpaid Home Care Fees, Management Fees or Expenses

If you have any unpaid Home Care Fees, Management Fees or Expenses that are outstanding for more than one month:

(a) default interest may be charged on the outstanding amount at the Default Interest Rate, compounding monthly from the due date for payment until the amount is paid in full;

(b) we may pursue proceedings against you (or your estate if you have passed away) to recover any unpaid amount.

26 Expenses incurred in excess of your Budget or Available Funds

26.1 If you incur any Expenses in excess of your Budget or Available Funds we may:

(a) consult with you about reducing your Supports and Services to restore your Available Funds in accordance with your Budget;

- (b) take steps to change you to Partial Management under clause 5; and/or
 - (c) generate an invoice for the excess Expenses as a Personal Contribution, which you must pay within 14 days.
- 26.2 You acknowledge that in certain circumstances failure to pay a Personal Contribution may lead to termination of your Home Care Agreement in accordance with clause 35.2.

27 Changes to Home Care Fees, Management Fees and Expenses

27.1 Changes to your Home Care Fees

- (a) Your Home Care Fees may change, for example:
 - (i) your Income Tested Care Fee (if any) may change as directed by Services Australia, for example if there is a change to your income;
 - (ii) your Personal Contribution may change, for example if you receive additional or different Supports and Services, or if you exceed your Budget or Available Funds and we issue an invoice for the overspent amount as a Personal Contribution.

27.2 Changes to your Management Fees

Your Management Fees may change in the following circumstances:

- (a) If there is a change to your Home Care Package subsidy amount, for example in line with annual indexation, your Management Fees will change in line with the new Subsidy. The percentage of the Management Fees will not change, however the total amount will change to reflect the new Subsidy amount.
- (b) If your ability to meet Your Self Management Responsibilities changes, your Care Management Fee may change, for example if you require Partial Management in accordance with clause 5. This change will apply to both the percentage of Care Management Fee and the total amount of Care Management Fee charged.
- (c) In any other case your Management Fees may change, by mutual consent, following adequate consultation between you and us.

27.3 Changes to your Expenses – Supports and Services provided by HomeMade

- (a) We will increase the pricing of any Supports and Services we offer annually taking into account any relevant factors including inflation and rising costs. The increase will not exceed 5% and will take effect after 1 July each year. By entering into this agreement (whether in writing or otherwise) you consent to us making this annual increase without further consultation with you.
- (b) In any other case your Expenses for Supports and Services provided by HomeMade may change, by mutual consent, following adequate consultation between you and us.

27.4 Changes to your Expenses – Supports and Services provided by Support Providers

- (a) Your Expenses may change, for example if:
 - (i) you engage a different Support Provider;
 - (ii) you change the Supports and Services you receive.
 - (iii) your Support Provider changes the pricing for Supports and Services.
- (b) You are responsible for agreeing terms with each Support Provider as to how the Support Provider may change the pricing of Supports and Services you receive from them. You can do that by completing the Support Provider Form (Schedule 7) with each Support Provider. Any changes to pricing should be by mutual consent following adequate consultation between you and the Support Provider. If you agree in advance to an annual increase to pricing, we recommend the annual increase does not exceed 5%.

27.5 Notification

- (a) If we make any changes to your Home Care Fees, Management Fees or Expenses we will notify you in writing and consult with you if your Budget needs to change as a result of these changes.
- (b) You are responsible for ensuring your each of your Support Providers notifies you in writing if the pricing of your Expenses changes and that you let us know if you have any concerns about the pricing of your Expenses or if you would like to have your Budget reviewed at any time.

28 Invoices and monthly statements

- 28.1 We will give you a monthly home care package statement of the income and expenditure in respect of the Supports and Services you have received each month.
- 28.2 The home care package statement will specify:
 - (a) the amount of any Government subsidy and/or supplement entitlement in respect of the month;
 - (b) the total amount of Home Care Fees and Management Fees paid or payable by you in respect of the month;
 - (c) an itemised list of:
 - (i) the care and Supports and Services provided to you during the month, including direct care Supports and Services and Care Management; and
 - (ii) any travel or Package Management for which you have been charged during the month;
 - (d) for each item of Supports and Services, and any Travel and Package Management, the price that you have been charged in the month;
 - (e) the total of the prices of all items you have been charged for in the month;

- (f) your home care account balance in your Home Care Account:
 - (i) immediately after the end of the previous month; and
 - (ii) immediately after the current month;
- (g) your Unspent Home Care Amount (if any) in respect of:
 - (i) the previous month; and
 - (ii) the current month;
- (h) the Commonwealth Portion of your Unspent Home Care Amount (if any) in respect of:
 - (i) the previous month; and
 - (ii) the current month;
- (i) the Care Recipient Portion of the Unspent Home Care Amount (if any) in respect of:
 - (i) the previous month; and
 - (ii) the current month;
- (j) if during the month we received an amount of the Care Recipient Portion of your Unspent Home Care Amount from another provider – the amount that was received.

29 Unspent Home Care Amount

29.1 Overview

- (a) You may accumulate unspent funds under your Home Care Package.
- (b) An Unspent Home Care Amount is the difference (if any) between:
 - (i) your entitlement to home care subsidy and any supplements and any Home Care Fees paid by you; and
 - (ii) expenditure under your Home Care Package, including Management Fees and Expenses.
- (c) An Unspent Home Care Amount may include a Care Recipient Portion and a Commonwealth Portion.

29.2 Payment of portions

- (b) If we cease providing Supports and Services to you:
- (a) we may deduct from the Care Recipient Portion of the Unspent Home Care Amount any Unpaid Home Care Fees due and payable; and

- (b) we will deal with the Unspent Home Care Amount in the ways as demonstrated in the following table:

| | If... | we must pay... | to this person... | within this period... |
|---|--|----------------------------|---------------------------|--|
| 1 | we cease to provide home care to you because of your death | the Care Recipient Portion | your estate | 14 days after we are shown the probate of your will or letters of administration of your estate. |
| 2 | we are notified, within 56 days after the Cessation Day, that you have entered into a home care agreement with a new approved provider | the Care Recipient Portion | the new approved provider | 70 days after the Cessation Day. |
| 3 | neither item 1 nor 2 applies | the Care Recipient Portion | the care recipient | 70 days after the Cessation Day. |

29.3 Notice

- (a) We will identify any Unspent Home Care Amount in your Budget and in the monthly statement provided to you.
- (b) If we cease to provide Supports and Services to you, we will give to you, (or your Substitute Decision Maker or your Supported Decision Maker if you have died) and/or your new provider (if applicable), a notice within 56 days after the Cessation Day:
- (i) setting out:
- (A) the Cessation Day;
 - (B) the Unspent Home Care Amount (which may be nil);
 - (C) the amount of the Commonwealth Portion and the Care Recipient Portion (if any);

- (D) if any Unpaid Home Care Fees have been deducted from the Unspent Home Care Amount in accordance with clause 28.2(a);
- (ii) explaining how the Unspent Home Care Amounts will be paid, including the applicable process and timeframes involved, as described in clause 28.2(b).

30 Financial hardship

- 30.1 Please let us know if you are facing financial hardship and we will consult with you about your Home Care Fees, Management Fees and/or your Expenses and inform you about any financial hardship assistance you may be able to access through Services Australia.
- 30.2 Services Australia may determine that you are eligible for Financial Hardship assistance and if so, may temporarily reduce or waive your Income Tested Care Fee (if any).
- 30.3 If Services Australia determines that you are eligible for Financial Hardship assistance, this will only apply to your Income Tested Care Fee to the extent it has been reduced or waived and you will remain responsible for paying:
 - (a) any remaining amount of Income Tested Care Fee that has not been reduced or waived;
 - (b) any Personal Contribution;
 - (c) the Expenses for any Supports and Services you receive (which will be charged against your Home Care Package funds).
- 30.4 If you have been granted Financial Hardship assistance and Services Australia determines that you are no longer eligible for Financial Hardship assistance, you will be required to pay your Income Tested Care Fee in full from the date Services Australia determines the Financial Hardship ends.
- 30.5 If you apply for Financial Hardship assistance and Services Australia determines that you are not eligible for Financial Hardship assistance, you remain responsible for paying all Home Care Fees, Management Fees and Expenses in full.

31 Goods and services tax

If any supply made by us under this Agreement or any variation to it is a taxable supply for the purposes of the GST Act, then in addition to any amount of Home Care Fee, Management Fee or Expense expressed as payable to us elsewhere in this Agreement, we shall be entitled to recover from you an additional amount on account of GST, an amount of our GST liability in respect of each supply which will be recoverable at the same time as the amount is payable for any supply.

Part five – Safety and indemnity

32 Equipment

- 32.1 You may acquire Equipment in connection with your Supports and Services.
- 32.2 Depending on the nature of any Equipment used in connection with your Supports and Services, you may be required to have an assessment of the safety and appropriate use of the Equipment conducted by a third party. You agree to arrange any required assessment and pay any costs of the assessment, either with your Available Funds or as a Personal Contribution if the costs exceed your Available Funds.
- 32.3 You are responsible for maintenance including reasonable servicing of any Equipment that is hired, leased or purchased in connection with your Supports and Services. You agree to pay any maintenance or servicing costs, either with your Available Funds or as a Personal Contribution if the costs exceed your Available Funds.
- 32.4 You agree that you will be responsible for any loss, damage, costs of repairs and/or replacement of Equipment used in connection with your Supports and Services.
- 32.5 You agree to indemnify us against any claim arising as a result of injury to any person (other than a Worker) caused by the misuse or negligent use of the Equipment in connection with your Supports and Services.
- 32.6 In this clause, claim includes any claim, action, proceeding, demand, liability, obligation, cost, Loss, damages or expense.

33 Work health and safety

- 33.1 You understand that your home and any place where your Supports and Services are delivered will be a workplace for Home Care Workers and subject to relevant workplace health and safety laws.
- 33.2 You are responsible for:
- (a) ensuring that we and any Support Provider are made aware in advance of any risks associated with Home Care Workers being at the place where your Supports and Services are delivered; and
 - (b) taking steps to ensure that any risks are rectified and addressed at your own cost.
- 33.3 You agree to allow us or a Support Provider, upon giving reasonable notice, to conduct an inspection of the place where your Supports and Services are delivered to assess the risks of providing Supports and Services. If you know of any risks or hazards at the place where your Supports and Services are delivered you need to let us know so that we can consider these risks or hazards.
- 33.4 We may at any time under clause 20 suspend the provision of Supports and Services to you while a risk referred to under this clause remains unrectified, and will recommence the Supports and Services once the risk has been addressed to our reasonable satisfaction.

33.5 While we acknowledge and respect your autonomy, you acknowledge that there may be occasions where we or a Home Care Worker consider it necessary to enter the place where your Supports and Services are delivered, or take other action for your well-being and safety such as contacting the police, an ambulance or your Substitute Decision Maker, your Supported Decision Maker and/or your Other/Emergency Contact Person. You consent to us taking such action in circumstances where we reasonably believe that an emergency exists and you agree to be responsible for the costs of any reasonable action taken by us.

34 Indemnity

34.1 You agree to the extent permitted by law to release and indemnify us and Home Care Workers from and against any Loss, including in relation to any personal injury or property damage suffered by any person, arising from any:

- (a) performance of the Supports and Services under this Agreement;
- (b) claim made by or on behalf of a third party in relation to or arising out of performance of the Supports and Services under this Agreement;
- (c) breach of your obligations under this Agreement for a reason within your control; or
- (d) unlawful or negligent act or omission by you, your Substitute Decision Maker, your Supported Decision Maker or any of your visitors.

34.2 The indemnity provided under clause 34.1 will be reduced proportionately to the extent that the Loss or damage was contributed to by any unlawful or negligent act or omission by HomeMade.

34.3 Where guarantees cannot be excluded under the Australian Consumer Law, then, to the extent permitted by the Australian Consumer Law, our liability is limited to, at our sole discretion:

- (a) in respect of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired.
- (b) in respect of Supports and Services:
 - (i) the supplying of the Supports and Services again; or
 - (ii) the payment of the cost of having the Supports and Services supplied again.

34.4 This clause will survive expiration or termination of this Agreement.

Part six – Termination, assignment and general terms

35 Termination

35.1 If you want to end this Agreement

- (a) You may terminate this Agreement for any reason by providing us with 14 days' written notice of your intention to terminate this Agreement. This Agreement will end 14 days' from the date of your notice, unless you specify a later date for termination.
- (b) If you decide to terminate this Agreement, you still need to pay your Home Care Fees, Management Fees and any Expenses:
 - (i) incurred during the termination period; and
 - (ii) that are otherwise outstanding when the Agreement ends.

35.2 If we want to end this Agreement

- (a) In certain circumstances, we may terminate this Agreement by providing 14 days' written notice to you. The circumstances are where:
 - (i) you cannot be cared for in the community with the resources available to us;
 - (ii) you notify us in writing that you wish to move to a location where we do not provide Supports and Services;
 - (iii) you notify us in writing that you no longer wish to receive Supports and Services from us;
 - (iv) your condition changes to the extent that you no longer need Supports and Services or your needs, as assessed by an aged care assessment team, can be met more appropriately by other types of services or care;
 - (v) you have not:
 - (A) paid, for a reason within your control, any Home Care Fee specified in this Agreement;
 - (B) negotiated an alternative arrangement with us for payment of the Home Care Fee;
 - (vi) you have:
 - (A) intentionally caused serious injury to a Home Care Worker; or
 - (B) intentionally infringed the right of a Home Care Worker to work in a safe environment.

35.3 **Termination upon death**

This Agreement will terminate if you pass away, however any outstanding Home Care Fees, Management Fees and Expenses will remain payable by your estate.

35.4 **Continuing obligations**

The obligations of the party arising before the end of this Agreement continue until they are fulfilled or otherwise terminated. This includes your obligations to pay any Home Care Fees, Management Fees and Expenses payable under this Agreement.

36 Assignment

36.1 We may transfer this Agreement to someone else, for example if we sell our business or change our business structure. If we are transferring this Agreement to someone else we will notify you in writing.

36.2 This Agreement is for you. You can't transfer this Agreement or give your Supports and Services to someone else.

37 General

37.1 **Electronic execution**

Without limiting any other method of signing or delivery permitted by law and subject to all applicable laws, the parties agree that:

- (a) each party may sign and deliver this document electronically;
- (b) the electronic signature, whether digital or encrypted, of a party on this document has the same force and effect as their manual or 'wet ink' signature; and
- (c) electronic transmission of a signed counterpart (whether signed electronically or otherwise) has the same effect as physical delivery of the hardcopy bearing an original manual or 'wet ink' signature of the signatory.

37.2 **Counterparts**

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

37.3 **Notices**

Any notice or other written communication required under this Agreement may be given to you or your Substitute Decision Maker.

37.4 **Costs**

You and we will each pay our own costs of and incidental to this Agreement.

37.5 **Variation**

- (a) This Agreement may be varied:

- (i) by us, if it is necessary to implement changes to the GST Act;
 - (ii) in any other case, by mutual consent, following adequate consultation between you and us.
- (b) For the avoidance of doubt, this Agreement can be varied if you are assigned a different level of Home Care Package and we agree to administer the higher level Home Care Package for you. While we can generally offer Home Care Packages Level 1-4, this is subject to availability and our ability to meet your assessed needs.
- (c) The Agreement must not be varied in a way that is inconsistent with the GST Act or the Aged Care Act.

37.6 Governing law and jurisdiction

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable in the Australian state in which the Supports and Services are received.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian state in which the Supports and Services are provided and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

37.7 Severance

If any provision of this Agreement or its application to any person or circumstance is or becomes unenforceable, illegal or void, the remaining provisions of this Agreement shall not be affected and each remaining provision of this Agreement is enforceable to the greatest extent permitted by law.

37.8 Delegation

We may pass on to an agent or supervisor our rights, obligations and duties under this Agreement and our power to make decisions and exercise discretions.

37.9 Waiver and exercise of rights

You and we are both entitled to exercise any right in this Agreement regardless of any previous failure or delay in exercising the right. A party will not be taken to have excused future breaches of this Agreement by its failure to deal with past breaches.

37.10 Entire understanding

- (a) This Agreement contains the entire understanding between you and us as to the provision of home care services.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect. No party is liable to any other party in respect of those matters.

- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this Agreement; or
 - (ii) constitutes any collateral Agreement, warranty or understanding between any of the parties.

SAMPLE

Signing page

Binding Agreement

This Agreement will be binding on and from the date you begin receiving Supports and Services, even if you have not signed, or do not ever sign, the Agreement.

Electronic signing

The parties consent to this Agreement being signed electronically and agree that each party's electronic signature has the same legal force and effect as an original signature.

Independent advice

You acknowledge that you have had the opportunity to have this Agreement explained to you, ask questions and obtain independent advice (including legal and financial advice).

By signing this Agreement, you agree that you have read and understood the nature and effect of this Agreement and you have signed this Agreement freely and voluntarily and without any undue influence.

Executed as an agreement

Signed by the **Consumer** or their Substitute Decision Maker:

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

Signature(s):

Signature:

Full name:

Capacity: HomeMade Support Partner

Substitute Decision Maker's authority*:
(If applicable)

Full name:

Date signed:

Date signed:

Schedule 1

Definitions and interpretation

1.1 Definitions

| | |
|------------------------------------|---|
| Aged Care Act | means the <i>Aged Care Act 1997</i> (Cth) and includes any principles made under the Aged Care Act. |
| Aged Care Quality Standards | means the Aged Care Quality Standards in the <i>Quality of Care Principles 2014</i> (Cth). |
| Agreement | means this Agreement and includes the schedules and any annexures to this Agreement and any subsequent amendments made in accordance with the terms of this Agreement. |
| Agreement Date | means the date of this Agreement as set out in the Key Terms. |
| Available Funds | means the Home Care Package funds available for expenditure at any given time, based on the income and expenditure of your Home Care Package. |
| Budget | means the monthly budget for your Supports and Services which will be available for you to access on the HomeMade Platform, and includes any amendments made from time to time. |
| Care Management | means ongoing assessment and planning to ensure that the Customer receives the care and services they need: (a) that is undertaken on at least a monthly basis; and (b) that includes the following: (i) regularly assessing the Customer's needs, goals and preferences; (ii) reviewing the Customer's home care agreement and Support Plan; (iii) ensuring the Customer's care and services are aligned with other supports; (iv) partnering with the Customer and the Customer's representatives about the Customer's care and services; (v) ensuring that the Customer's care and services are culturally safe; (vi) identifying and addressing risks to the Customer's safety, health and wellbeing, |

and any other services permitted to be included in care management from time to time.

| | |
|------------------------------------|---|
| Care Management Fee | means an amount we will charge for Care Management, which will be specified in your Budget and will not exceed the maximum amount permitted at law. |
| Care Recipient Portion | means the care recipient portion of the Unspent Home Care Amount as defined under the User Rights Principles and calculated in accordance with section 21CB of the User Rights Principles. |
| Charter of Aged Care Rights | means the Charter of Aged Care Rights set out in the <i>User Rights Principles 2014</i> (Cth) as amended under the Aged Care Act from time to time as set out in Schedule 6. |
| Code of Conduct | means the Code of Conduct that applies to approved providers of aged care and their aged care workers and governing persons, as set out in Schedule 1 of the <i>Aged Care Quality and Safety Commission Rules 2018</i> , a copy of which is included in Schedule 5. |
| Commonwealth Portion | means the Commonwealth portion of the Unspent Home Care Amount as defined under the User Rights Principles and calculated in accordance with the User Rights Principles. |
| Compliance Requirements | means the Compliance Requirements set out in the Support Provider Form (Schedule 7) as amended from time to time. |
| Consumer Directed Care | means giving you choice and flexibility in the way your Home Care Package is delivered and taking into account your needs and preferences. |
| Continuing Care Recipient | means a person who was receiving home care on 30 June 2014 and moved to a new service on or after 1 July 2014 and has not spent more than 28 days outside of care, other than on approved leave. |
| Customer | means you, the person named as the Customer in the Key Terms. |
| Default Interest Rate | means the interest rate detailed in the Key Terms. |
| Department | means the Commonwealth Department of Health and Aged Care. |
| Equipment | means any equipment used in connection with your Supports and Services. |
| Expenses | means the amounts payable for your Supports and Services and other associated costs, as described in clause 23, and any other charges or amounts you are required to pay for Supports and Services under this Agreement or the Aged Care Act. |

| | |
|-----------------------------------|---|
| Financial Hardship | means financial hardship as determined under the provisions of the Aged Care Act. |
| GST | means a tax, imposed or duty on goods, services or other things introduced by Commonwealth, State or Territory. |
| GST Act | means <i>A New Tax System (Goods & Supports and Services Tax) Act 1999</i> (Cth) as amended. |
| Home Care | means a package of personal care services and other personal assistance provided to the Customer at home under the Aged Care Act. |
| Home Care Account | means the account that arises under section 48-14 of the Act, which records your home care subsidy amounts. |
| Home Care Fees | means your out of pocket costs as described under clause 21, including your Income Tested Care Fee, Personal Contribution and any other fees you may be charged under this Agreement and the Aged Care Act. |
| Home Care Package | means a package of Home Care to support a Customer for which Subsidy and Supplements may be payable by the Commonwealth Government. |
| Home Care Pricing Schedule | means the Home Care Pricing Schedule set out in Schedule 4, as amended from time to time. |
| Home Care Worker | means any person who is employed, contracted or otherwise engaged by: <ul style="list-style-type: none"> (a) us; (b) you; or (c) Mable; or (d) any other Support Provider, in connection with your Home Care Package. |
| Income Tested Care Fee | means any income tested care fee you are assessed by Services Australia as being eligible to pay, which will be set out in the Key Terms if known at entry, and is subject to change. |
| Key Terms | means the Key Terms set out in the beginning of this Agreement. |
| Loss | means any loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, assessment, demand, action, suit, claim, proceeding, cause of action or liability of damages incurred by a person, and includes the cost of any action taken by a person to protect itself against any loss or to preserve any right it has under this |

Agreement and any associated legal fees and disbursements on a full indemnity basis.

MPIR

means the Maximum Permissible Interest Rate as set out under the *Fees and Payments Principles 2014 (No. 2)* (Cth) where the relevant day is the Agreement Date.

Other/Emergency Contact Person

means any person/s nominated by the Customer as an Other/Emergency Contact Person in the Key Terms of this Agreement or otherwise from time to time.

Package Management

- (a) means the activities that we are required to undertake, by or under the Act:
- (i) in managing the provision of a package of care and services to a care recipient to whom we provide, or are to provide, home care; and
 - (ii) in managing the quality of the care and services including in the package; and
- (b) does not include Care Management.

Note: Package Management includes, for example: activities to comply with our accountability responsibilities, activities required to comply with the Quality Standards, making claims for subsidy, preparing budgets and preparing financial information statements, activities required when conducting an assurance review and any other services permitted to be included in package management from time to time.

Package Management Fee

means an amount we may charge for Package Management, which will be specified in your Budget and will not exceed the maximum amount permitted at law.

Personal Contribution

means the amount you may pay from time to time for any Supports and Services:

- (a) you receive that exceed your Budget or Available Funds; or
- (b) for which you have agreed to pay personally.

Personal Information

has the same meaning as it has in the Privacy Act.

Privacy Act

means the *Privacy Act 1988* (Cth).

Provider

Means HomeMade/us , the organisation named in the Key Terms.

Services Australia

means Supports and Services Australia, the Government Agency responsible for administering Centrelink.

Specified Care and Services

means the specified care and services available at any level of Home Care Package as amended by the Department from time to

time. A copy of the Specified Care and Services, current at the date of this Agreement, is attached at Schedule 2.

| | |
|----------------------------------|--|
| Start Date | means the date you begin receiving Supports and Services, as set out in the Key Terms. |
| Subsidy | means the home care subsidy paid by the Australian Government to the Approved Provider for the Customer as calculated under the Aged Care Act. |
| Substitute Decision Maker | means any person/s nominated by the Customer as a Substitute Decision Maker in the Key Terms of this Agreement or otherwise from time to time, who must at all relevant times be: <ul style="list-style-type: none">(a) an attorney appointed by the Customer to make a relevant decision on behalf of the Customer under an enduring power of attorney; or(b) be a guardian appointed by the Customer to make a relevant decision on behalf of the Customer under an appointment of enduring guardian form; or(c) otherwise duly appointed according to law with the authority and capacity to make a relevant decision on behalf of the Customer. |
| Suitability Requirements | means the Suitability Requirements set out in the Support Provider Form (Schedule 7) as amended from time to time. |
| Supplement | means any supplement payable by the Australian Government to the Approved Provider for the Customer under the Aged Care Act. |
| Support Plan | means the plan of Supports and Services we prepare in consultation with you which will be available for you to access on the HomeMade Platform, and includes any amendments made from time to time |
| Support Provider | means any Support Provider chosen by the Customer to provide Supports or Service including any individual Home Care Worker (where applicable). |
| Support Standards | means the Support Standards set out in the Support Provider Form (Schedule 7) as amended from time to time. |
| Supported Decision Maker | means any person/s nominated by the Customer as a Supported Decision Maker in the Key Terms of this Agreement or otherwise from time to time. |
| Supports and Service(s) | means any goods, services or supports you receive in connection with your Home Care Package. |

| | |
|---|--|
| Transitional Provisions Act | means the <i>Aged Care (Transitional Provisions) Act 1997 (Cth)</i> , as amended from time to time. |
| Transitional Provisions Principles | means the <i>Aged Care (Transitional Provisions) Principles 2014 (Cth)</i> , as amended from time to time. |
| Travel | means any travel provided in connection with Supports and Services, for example travel to or from a service booking, or travel within a service booking. |
| Unpaid Home Care Fees | means any unpaid Home Care Fees owing under this Agreement. |
| Unspent Home Care Amount | means the amount worked out which is calculated in accordance with the User Rights Principles on the Cessation Day. |
| User Rights Principles | means the <i>User Rights Principles 2014 (Cth)</i> , as amended from time to time. |
| We, us, our, the Provider | means the Provider set out in the Key Terms and its successors and assigns. |
| You, your | means the Customer set out in the Key Terms and, where applicable, includes your Substitute Decision Maker. |

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- 1 headings are for ease of reference only and do not affect the meaning of this Agreement and do not form part of the clause;
- 2 the singular includes the plural and vice versa and words importing a gender includes other genders;
- 3 words used in this Agreement and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings;
- 4 a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of, schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures attached to this Agreement;
- 5 a reference to '\$', '\$A', 'dollar' or 'A\$' is a reference to Australian currency;
- 6 a reference to a specific time for the performance of an obligation is a reference to that time in the state, territory or other place where that obligation is to be performed;
- 7 a reference to a right includes a benefit, remedy, authority, discretion and power;
- 8 a reference to a party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors administrators and assigns;
- 9 words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies;
- 10 a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable, and includes a reference to an enactment, amendment or consolidated statute and any enactment substituted for the enactment and all legislation and statutory instruments issued under, such legislation or provision;
- 11 words and expressions defined in the *Corporations Act 2001* (Cth) as at the date of this Agreement have the meanings given to them in the *Corporations Act 2001* (Cth) at that date;
- 12 words and expressions defined in the Act, if not already defined in this Agreement, have the meanings given to them in the Act;
- 13 any provision in this Agreement stating that a party 'must' do something or 'must not' do something should be read and construed as an agreement by that party to do or not to do the matter or thing referred to. For the purposes of this clause, 'must' includes but is not limited, will, shall and agree;

- 14 each clause in this Agreement is not, except where expressly provided, limited in meaning or effect by any other clause in this Agreement;
- 15 any agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty entered into by a party for or with another person binds them jointly and severally and an agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty in favour of a party for or with another person is for the benefit of them jointly and severally. A release given to the other person shall not release the party from any other obligation. The granting of time or another indulgence to another person will not release the party of its obligations under this Agreement;
- 16 if the day on which:
- (a) anything, other than a payment, is to be done is not a business day, that thing shall be done on the preceding business day;
 - (b) a payment is to be made is not a business day it shall be made on the next business day but if the next business day falls in the next calendar month it shall be made on the preceding business day; and
 - (c) if an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5pm on that day, it will be deemed to have been done on the following day;
- 17 time is of the essence in the performance of this Agreement.

Schedule 2

Specified Care and Services

This Annexure contains:

- the care and services that an approved provider of home care may provide;
- the support services that an approved provider of home care must provide; and
- the items that must not be included in a home care package.

Part 1 Care and Services that may be provided

The following table specifies the care and Services that a provider may provide

| Care and services that may be provided | | |
|--|---|--|
| Item | Service | Content |
| 1 | Personal services | Personal assistance, including individual attention, individual supervision and physical assistance, with: <ol style="list-style-type: none"> (a) bathing, showering including providing shower chairs if necessary, personal hygiene and grooming, dressing and undressing, and using dressing aids; and (b) toileting; and (c) dressing and undressing; and (d) mobility; and (e) transfer (including in and out of bed). |
| 2 | Activities of daily living | Personal assistance, including individual attention, individual supervision and physical assistance, with communication including assistance to address difficulties arising from impaired hearing, sight or speech, or lack of common language, assistance with the fitting of sensory communication aids, checking hearing aid batteries, cleaning spectacles and assistance in using the telephone. |
| 3 | Nutrition, hydration, meal preparation and diet | Includes: <ol style="list-style-type: none"> (a) assistance with preparing meals; and (b) assistance with special diet for health, religious, cultural or other reasons; and (c) assistance with using eating utensils and eating aids and assistance with actual feeding, if necessary; and (d) providing enteral feeding formula and equipment. |
| 4 | Management of skin integrity | Includes providing bandages, dressings, and skin emollients. |
| 5 | Continence management | Includes: <ol style="list-style-type: none"> (a) assessment for and, if required, providing disposable pads and absorbent aids, commode chairs, bedpans and urinals, catheter and urinary drainage appliances and enemas; and (b) assistance in using continence aids and appliances and managing continence. |
| 6 | Mobility and dexterity | Includes: <ol style="list-style-type: none"> (a) providing crutches, quadruped walkers, walking frames, walking sticks and wheelchairs; and (b) providing mechanical devices for lifting, bed rails, slide sheets, sheepskins, tri-pillows, and pressure relieving mattresses; and (c) assistance in using the above aids. |

Part 1A Support services that must be provided

The following table specifies the support services that an approved provider of a home care service must provide

| Support services that must be provided | | |
|--|------------------|---|
| Item | Column 1 Service | Column 2 Content |
| 18 | Care management | <p>Ongoing assessment and planning to ensure that the care recipient receives the care and services they need:</p> <ul style="list-style-type: none">(a) that is undertaken on at least a monthly basis; and(b) that includes the following:<ul style="list-style-type: none">(i) regularly assessing the care recipient's needs, goals and preferences;(ii) reviewing the care recipient's home care agreement and care and services plan;(iii) ensuring the care recipient's care and services are aligned with other supports;(iv) partnering with the care recipient and the care recipient's representative' about the care recipient's care and services;(v) ensuring that the care recipient's care and services are culturally safe;(vi) identifying and addressing risks to the care recipient's safety, health and wellbeing. |

Part 2 Support Services that may be provided

The following table specifies the support Services that a provider may provide

| Support services that may be provided | | |
|---------------------------------------|------------------|---|
| Item | Service | Content |
| 1 | Support services | <p>Includes:</p> <ul style="list-style-type: none">(a) cleaning; and(b) personal laundry services, including laundering of care recipient's clothing and bedding that can be machine-washed, and ironing; and(c) arranging for dry-cleaning of care recipient's clothing and bedding that cannot be machine-washed; and(d) gardening; and(e) medication management; and(f) rehabilitative support, or helping to access rehabilitative support, to meet a professionally determined therapeutic need; and(g) emotional support including ongoing support in adjusting to a lifestyle involving increased dependency and assistance for the care recipient and carer, if appropriate; and(h) support for care recipients with cognitive impairment, including individual therapy, activities and access to specific programs designed to prevent or manage a particular condition or behaviour, enhance quality of life and provide ongoing support; and(i) providing 24-hour on-call access to emergency assistance including access to an emergency call system if the care recipient is assessed as requiring it; and |

| Support services that may be provided | | |
|--|-----------------------------------|--|
| Item | Service | Content |
| | | <ul style="list-style-type: none"> (j) transport and personal assistance to help the care recipient shop, visit health practitioners or attend social activities; and (k) respite care; and (l) home maintenance, reasonably required to maintain the home and garden in a condition of functional safety and provide an adequate level of security; and (m) modifications to the home, such as easy access taps, shower hose or bath rails; and (n) assisting the care recipient, and the homeowner if the home owner is not the care recipient, to access technical advice on major home modifications; and (o) advising the care recipient on areas of concern in their home that pose safety risks and ways to mitigate the risks; and (p) arranging social activities and providing or coordinating transport to social functions, entertainment activities and other out-of-home services; and (q) assistance to access support services to maintain personal affairs. |
| 2 | Leisure, interests and activities | Includes encouragement to take part in social and community activities that promote and protect the care recipient's lifestyle, interests and wellbeing. |

Part 3 Clinical Services

The following table specifies the clinical Services that a provider may provide

| Clinical services | | |
|--------------------------|---|---|
| Item | Service | Content |
| 1 | Clinical care | Includes: <ul style="list-style-type: none"> (a) nursing, allied health and therapy services such as speech therapy, podiatry, occupational or physiotherapy services; and (b) other clinical services such as hearing and vision services. |
| 2 | Access to other health and related services | Includes referral to health practitioners or other related service providers. |

Part 4 Excluded items

The following table specifies the items that must not be included in the package of care and Services provided

| Support services | | |
|-------------------------|----------------|--|
| Item | Service | Content |
| 1 | Excluded items | <p>The following items must not be included in the package of care and services provided under section 13:</p> <ul style="list-style-type: none"> (a) use of the package funds as a source of general income for the care recipient; (b) purchase of food, except as part of enteral feeding requirements; (c) payment for permanent accommodation, including assistance with home purchase, mortgage payments or rent; (d) payment of home care fees; |

Support services

| Item | Service | Content |
|-------------|----------------|---|
| | | (e) payment of fees or charges for other types of care funded or jointly funded by the Australian Government; |
| | | (f) home modifications or capital items that are not related to the care recipient's care needs; |
| | | (g) travel and accommodation for holidays; |
| | | (h) cost of entertainment activities, such as club memberships and tickets to sporting events; |
| | | (i) gambling activities; |
| | | (j) payment for services and items covered by the Medicare Benefits Schedule or the Pharmaceutical Benefits Scheme. |

SAMPLE

Schedule 3

Your Self-management Responsibilities and Our Approved Provider Responsibilities

We have set out detail below of your Self-management Responsibilities and Our Approved Provider Responsibilities.

| Topic | Your Self-management Responsibilities | Our Approved Provider Responsibilities |
|--|---|--|
| Developing your Support Plan | <p>1 Give us complete and accurate information about:</p> <p>(a) your needs, goals and preferences; and</p> <p>(b) any other supports you have in place, such as carers, family members, local community or other services; and</p> <p>(c) any other information necessary to enable the delivery of Supports and Services and preparation of your Support Plan.</p> <p>2 Cooperate in the assessment of your needs.</p> <p>3 Cooperate in case conferences and multidisciplinary discussions or conferences.</p> <p>4 Actively consult with us in the development of your Support Plan.</p> <p>5 Facilitate our discussion with other Support Providers involved in your care.</p> <p>6 Co-operate in providing a future state plan for when your needs change</p> | <p>1 Provide information reasonably necessary to assist you to choose the best possible care and services.</p> <p>2 Identify risks relevant to your Home Care Package.</p> <p>3 Develop, in consultation with you, an initial Support Plan, to be provided to you within 14 days after the Start Date.</p> <p>4 Respect your rights to have other people involved in discussions about your Support Plan.</p> <p>5 With your permission, communicate with other Support Providers involved in your care.</p> |
| Developing your Budget | <p>1 Assist us to develop your Budget.</p> | <p>1 Develop your Budget in consultation with you.</p> |
| Ongoing assessment and planning and reviewing and | <p>As above for developing your Support Plan, plus:</p> <p>1 Proactively inform us any time there is a change to your needs, goals,</p> | <p>As above for developing your Support Plan, plus:</p> <p>1 Regularly assess your needs, goals and preferences.</p> |

| Topic | Your Self-management Responsibilities | Our Approved Provider Responsibilities |
|--|--|--|
| updating your Support Plan | <p>2 preferences, condition or lifestyle as relevant to your Home Care Package. Actively consult with us in reviewing and updating your Support Plan.</p> | <p>2 Update your Support Plan at least once a year</p> |
| Assessing and monitoring your capacity and capability to self-manage your home care package | <p>1 Proactively inform us any time there is a change in, or you have a concern about, your capacity or capability to self-manage.</p> <p>2 Participate in the assessment of your capacity and capability to self-manage.</p> <p>3 Participate in capacity building activities where there is an identified need, eg receiving assistance from us in relation to using the HomeMade Platform.</p> <p>4 Engaging with our team to review and respond to recommendations made by support partners and clinical team to ensure appropriate management of identified risks and response to any potential deterioration in your condition.</p> <p>5 Change to Partial Management, either temporarily or permanently, where we assess a need for you to do so.</p> | <p>1 Monitor your capacity and capability to self-manage with reference to reasonably available information sources, including any information you provide and any observations made by us or your Support Providers.</p> <p>2 Where necessary, assess your capacity and capability to self-manage.</p> <p>3 Provide reasonable information and support to assist you to build capacity and capability in self-management, where possible.</p> <p>4 Where necessary, assess your need to change to Partial Management, either temporarily or permanently.</p> <p>5 Facilitate Partial Management where required.</p> |
| Engaging Support Providers | <p>1 Inform us of the Support Provider you have chosen.</p> <p>2 Inform us of the Supports and Services to be delivered by the Support Provider, in accordance with your Support Plan and your Budget.</p> <p>3 Negotiate fees and associated terms with the Support Provider, including hourly rates, weekend or after-hours rates, price increases, cancellation fees and charges imposed on</p> | <p>1 Provide you with support to identify potential Support Providers through appropriate channels.</p> <p>2 Provide you with information about common fees and associated terms you will negotiate with the Support Provider, including hourly rates, weekend or after-hours rates, price increases, cancellation</p> |

| Topic | Your Self-management Responsibilities | Our Approved Provider Responsibilities |
|-------|--|--|
| | late payments, in accordance with the information we provide you to about fees and services. | fees and charges imposed on late payments 3 Assist you to contact and communicate with Support Providers at your request. |
| | 4 Provide your Support Plan, or relevant extract, to the Support Provider. | 4 Satisfy ourselves that the Support Providers you engage meet the Suitability Requirements and the Compliance Requirements. |
| | 5 Schedule services (days and times) in accordance with your Support Plan and your Budget. | 5 Where you are onboarding a Support Provider yourself, give you information to ensure you obtain the information and documentation needed to meet the Suitability Requirements and the Compliance Requirements. |
| | 6 Ensure you only request Supports and Services in accordance with your Support Plan and your Budget. | 6 Establish payment method for Support Providers. |
| | 7 Ensure you do not request any item that is an excluded item under Part 4 of Schedule 2 or under any government guidelines. | |
| | 8 In addition to the above, if you select a Support Provider and seek reimbursement, follow our reasonable directions to: (a) assess the Support Provider's compliance with the Suitability Requirements and the Compliance Requirements; (b) provide information and documentation to us to enable us to record the Support Provider's compliance with the Suitability Requirements and the Compliance Requirements; (c) enter into a suitable agreement between you and the Support Provider; | |

| Topic | Your Self-management Responsibilities | Our Approved Provider Responsibilities |
|---|---|---|
| <p>Using the HomeMade Platform</p> | <ol style="list-style-type: none"> 1 Ensure you have ongoing access to a suitable device to use the HomeMade Platform. 2 Register to use the HomeMade Platform and comply with terms of use. 3 Use the HomeMade Platform to: <ol style="list-style-type: none"> 3.1 request Support Provider prior to engagement; 3.2 access your Support Plan; 3.3 monitor your Budget, your Available Funds and your expenses including ensuring expenditure is within Budget; 3.4 monitor and approve Support Provider timesheets and/ or invoices; 3.5 submit invoices for reimbursement 4 Notify us if you have any concerns about your capacity or capability to use the HomeMade Platform. | <ol style="list-style-type: none"> 1 Provide access to the HomeMade Platform for registered users, subject to the terms of use. 2 Provide reasonable information or guidance where needed to assist with building your capacity or capability to use the HomeMade Platform. 3 Assist with Support Provider management through the HomeMade Platform, including: <ol style="list-style-type: none"> 3.1 review and approve invoices ; 3.2 onboard your requested Support Providers, provided the Support Provider meet the Suitability Requirements and the Compliance Requirements and gives us the information and documentation required; |
| <p>Managing Support Providers</p> | <ol style="list-style-type: none"> 1 Engage Support Providers to provide Supports and Services that are consistent with your Support Plan and within the limits of your Budget and your Available Funds. 2 Manage the Supports and Services provided by the Support Provider, including: <ol style="list-style-type: none"> 2.1 change or cancel scheduled services as required; 2.2 make arrangements to cover situations where Support Providers are absent (eg on leave or unable to attend) 3 Supervise the Support Provider and directing the tasks they complete, in accordance with your | <ol style="list-style-type: none"> 1 Receive, manage and respond to any reports of issues, concerns or complaints received regarding the Support Provider. 2 With your assistance, review and monitor the performance of the Support Provider. 3 With your assistance, terminate Support Provider if unsuitable or no longer required. 4 Provide reasonable assistance with managing disputes with a Support Provider. |

| Topic | Your Self-management Responsibilities | Our Approved Provider Responsibilities |
|---|---|---|
| | <p>Support Plan and your Budget.</p> <p>5 Identify and report to us any issues, concerns or complaints regarding the Support Provider.</p> <p>6 Assist us to review and monitor the performance of the Support Provider.</p> <p>7 Assist us to manage disputes with a Support Provider, where the dispute is relevant to your Supports and Services.</p> <p>8 Engage with us regarding termination of Support Providers.</p> | |
| <p>Monitoring spending, funds, Budgets and Support Provider invoices</p> | <p>1 Pay your Fees, for example any Income Tested Care Fee, on time and in full.</p> <p>2 Do not engage Support Providers to provide Supports and Services that would exceed your Budget or Available Funds.</p> <p>3 Pay a Personal Contribution for any Supports and Services you obtain that are outside of your Budget or Available Funds.</p> <p>4 Review Support Provider invoices</p> <p>5 Request Support Providers clarify or reissue invoices where necessary.</p> <p>6 Assist us to manage disputes about Support Provider invoices.</p> <p>7 Proactively inform us any time you have any questions or concerns regarding your Budget of Available Funds.</p> <p>8 Assist us to review and update your Budget.</p> | <p>1 Inform you of your Fees, for example any Income Tested Care Fee.</p> <p>2 Provide information to you about your Budget and Available Funds.</p> <p>3 Inform you of any amount required to be paid as a Personal Contribution.</p> <p>4 Issue a monthly financial information statement</p> <p>5 Approve Support Provider invoices.</p> <p>6 Provide reasonable assistance with managing disputes about Support Provider invoices.</p> <p>7 Review and update your Budget at least once per year, or more frequently where necessary.</p> |
| <p>Managing incidents</p> | <p>1 Report incidents to us.</p> <p>2 Follow our reasonable directions to manage, prevent or respond to incidents.</p> | <p>1 Manage, prevent and respond to incidents in accordance with our Incident Management System - Policy and Process, SIRS Policy and</p> |

| Topic | Your Self-management Responsibilities | Our Approved Provider Responsibilities |
|----------------------------|--|---|
| | | Process and legal obligations. |
| Managing complaints | <ol style="list-style-type: none"> 1 Report any concerns and complaints regarding your Supports and Services or Support Providers to us. 2 Assist us to manage and respond to complaints or disputes involving a Support Provider. | <ol style="list-style-type: none"> 1 Manage and respond to complaints in accordance with our Feedback management - Policy and Process and legal obligations. |
| Managing leave | <ol style="list-style-type: none"> 1 Notify us if you take leave. 2 Notify your Support Providers if you take leave. 3 Direct your Support Provider not to charge you any fees or charges while you are on leave. 4 Notify us when you want to recommence Supports and Services. 5 Acknowledge that you cannot receive any Supports and Services, including Care Management and Package Management, while you are on leave. | <ol style="list-style-type: none"> 1 Monitor your leave entitlements. 2 Not charge you any Fees or Charges when you are on leave. 3 Manage your Subsidy and any Supplements while you are on leave. 4 Consult with you about recommencing Supports and Services when you notify us that you wish to recommence. |

Schedule 4

Home Care Pricing Schedule

| | Government Daily Subsidy | HomeMade Daily Package Management Fee (7.5%)* | HomeMade Daily Case Management Fee (7.5%)* |
|---------|---------------------------------|--|---|
| Level 1 | \$28.14 | \$2.11 | \$2.11 |
| Level 2 | \$49.49 | \$3.71 | \$3.71 |
| Level 3 | \$107.70 | \$8.08 | \$8.08 |
| Level 4 | \$163.27 | \$12.25 | \$12.25 |

*HomeMade fees are charged monthly and calculated at 15% of the Government Daily Subsidy based on the number of calendar days the customer is with HomeMade.

Schedule 5

Code of Conduct

The Code of Conduct for Aged Care

People who provide care, supports and services in the aged care sector 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
- b) act in a way that treats people with dignity and respect, and values their diversity
- c) act with respect for the privacy of people
- d) provide care, supports and services in a safe and competent manner, with care and skill
- e) act with integrity, honesty and transparency
- f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of care, supports and services
- g) provide care, supports and services free from:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse
 - (ii) sexual misconduct
- h) take all reasonable steps to prevent and respond to:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse
 - (ii) sexual misconduct.

Schedule 6

Charter of Aged Care Rights



Australian Government
Department of Health



Australian Government
Aged Care Quality and Safety Commission

Charter of Aged Care Rights

I have the right to:

1. safe and high quality care and services;
2. be treated with dignity and respect;
3. have my identity, culture and diversity valued and supported;
4. live without abuse and neglect;
5. be informed about my care and services in a way I understand;
6. access all information about myself, including information about my rights, care and services;
7. have control over and make choices about my care, and personal and social life, including where the choices involve personal risk;
8. have control over, and make decisions about, the personal aspects of my daily life, financial affairs and possessions;
9. my independence;
10. be listened to and understood;
11. have a person of my choice, including an aged care advocate, support me or speak on my behalf;
12. complain free from reprisal, and to have my complaints dealt with fairly and promptly;
13. personal privacy and to have my personal information protected;
14. exercise my rights without it adversely affecting the way I am treated.

Consumer

Provider

Consumer (or authorised person)'s
signature (if choosing to sign)

Signature and full name of provider's
staff member

Full name of consumer

Name of Provider

HomeMade

Full name of authorised person (if
applicable)

Date on which the consumer was given
a copy of the Charter

Consumer

Provider

Date on which the consumer (or authorised person) was given the opportunity to sign the Charter

SAMPLE

Schedule 7

Support Provider Form

(This is a tool for you to directly coordinate and reach agreements with your chosen service providers, please retain for your reference only).

To request to onboard a Service Provider, please do so via your HomeMade Portal

| Party details | | |
|---------------------------------|----------|--|
| Support Provider details | Name: | |
| | ABN: | |
| | Address: | |
| | Phone: | |
| | Email: | |
| Customer details | Name: | |
| | Address: | |
| | Phone: | |
| | Email: | |

| Key terms | |
|---|--|
| General description of Services to be provided (eg garden maintenance domestic assistance, personal care services) | |
| Expected start date | |
| Expected end date (if any) | |
| Location at which Services are to be provided | |
| Invoice terms (eg 14 days) | |
| Cancellation/rescheduling terms (eg no less than 24 hours' notice before a scheduled Service) | |

| | |
|---|--|
| Arrangements for worker unavailability (where sick or on leave) | |
| Emergency arrangements (eg emergency contact (provide details) and/or call emergency services) | |
| Additional comments | |

Service pricing (must be reasonable and in accordance with the price list given to HomeMade)

| Description of Services | Hours | Rate | Amount |
|-------------------------|-------|--------------|--------|
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | Total | \$ |

Goods pricing (must be reasonable and in accordance with the price list given to HomeMade)

| Description of goods | Quantity | Price per unit | Amount |
|----------------------|----------|----------------|--------|
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | Total | \$ |

Compliance Requirements

| Item | Additional detail / requirement / level | Evidence of compliance provided | Expiry or renewal date (if applicable) |
|---|--|-------------------------------------|--|
| Identification check | 100 point ID check | <input type="checkbox"/> | |
| Police certificate | Acceptable aged care police certificate not more than 3 years old for all Aged Care Workers. Must meet the requirements of the Aged Care Act and Aged Care Worker Screening Guidelines. | <input type="checkbox"/> | |
| Assessment of police certificate | All police certificates assessed to ensure there are no precluding offences and to consider any non-precluding offences in accordance with the Aged Care Worker Screening Guidelines. | | |
| Statutory declaration | Any aged care worker who has been, at any time after turning 16, a citizen or permanent resident of a country other than Australia – must provide a statutory declaration stating that the person has never been convicted of murder or sexual assault; or convicted of, and sentenced to imprisonment for, any other form of assault. | <input type="checkbox"/> | |
| No banning order | There is no banning order against any worker providing services | | |
| Workers compensation insurance | Workers compensation insurance as required under the legislation in the relevant State or Territory of Australia in which the Supports and Services are provided, to cover all Home Care Workers engaged in providing the Supports and Services. | <input type="checkbox"/> | |
| Public liability insurance | Public liability insurance for at least the sum of \$20,000,000 for any one occurrence, to be maintained at all times when Supports and Services are provided. | <input type="checkbox"/> | |
| Products liability insurance | Products Liability insurance, if relevant, for at least the sum of \$10,000,000 for any one occurrence, to be maintained at all times when Supports and Services are provided. | <input type="checkbox"/> | |
| Professional indemnity insurance | Professional indemnity (or similar) in an amount of not less than \$10,000,000 per claim and in the aggregate for all claims for each 12 monthly policy period with one right of reinstatement. | <input type="checkbox"/> | |
| Motor vehicle insurance | Comprehensive motor vehicle insurance where any Travel is provided. | <input checked="" type="checkbox"/> | |
| Driver's licence | Valid driver's licence for any Home Care Worker providing any Travel. | | |

Suitability Requirements

| Item | Additional detail / requirement / level | Evidence of compliance provided | Expiry or renewal date (if applicable) |
|---|--|---------------------------------|--|
| Certificate III in Individual Support (Ageing) | Certificate III in Individual Support (Ageing) or equivalent qualification, or two-years' experience demonstrating competence in delivering Personal Care for any Home Care Worker delivering Personal Care services | <input type="checkbox"/> | |
| Assist Clients with Medication Skill Set | Assist Clients with Medication Skill Set or similar for any Home Care Worker assisting with medication | <input type="checkbox"/> | |
| AHPRA registration | Current and appropriate AHPRA registration for any Home Care Worker providing clinical Supports or Services | <input type="checkbox"/> | |

Support Standards`

| Item | Additional detail / requirement / level |
|--|--|
| Appropriate skills and qualifications | The Support Provider must ensure all Home Care Workers are appropriately skilled and qualified to perform their role in providing the relevant Supports and Services to the Customer |
| Training and education | The Support Provider must ensure all Home Care Workers have appropriate training to perform their role in providing the relevant Supports and Services to the Customer |
| Communication between Support Provider and HomeMade | The Support Provider must retain detailed and contemporaneous shift notes and provide these notes to HomeMade on request. |