



# Customer Support at Home Service Agreement Fully Managed

## This Home Care Agreement is between

Self-Managed Support PTY LTD  
trading as HomeMade Support

ABN 88 638 372 960

Registered Provider

[Customer Full Name]

# Support at Home Agreement

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# 1. Agreement Details

Date Agreement issued	[Date customer can first access in Portal]
Start Day	[Start Day with HomeMade]
Product model	Fully Managed

## Reference Table

Registered Provider	
Registered Provider (referred to as we, us, our, Provider)	Self-Managed Support Pty Ltd trading as HomeMade Support
ABN	88 638 372 960
Address	L12 255 Pitt Street Sydney NSW, 2000 Australia
Participant	
Participant (referred to as you, your, the customer)	[Customer Full Name]
My Aged Care ID	[My Aged Care ID]
Address	[Customer Address]
Phone	[Customer Phone]
Email	[Customer Email]
Date of Birth	[Customer Date of Birth]
Customer management type	[Customer managed/Representative managed]
Representative and/or Registered Supporter	
Representative (if applicable)	[Representative Name]

<b>Address</b>	[Representative Address]
<b>Phone</b>	[Representative Phone]
<b>Email</b>	[Representative Email]
<b>Registered Supporter (if applicable)</b>	[Supporter Name]
<b>Address</b>	[Supporter Address]
<b>Phone</b>	[Supporter Phone]
<b>Email</b>	[Supporter Email]

Care Management allocation	
Product model	Fully Managed
Care Management allocation	10% of the Funding for any Ongoing Services will be allocated to our pooled Care Management fund
Service Loading Fee (where applicable)	10%
Service Price List	See Annexure I.
Ongoing Services Funding As known by the Provider at date of Agreement issue	
Transitioning Home Care Package customer	[Yes/No]
Support at Home Classification	[Funding Level 1 -8 and transitioned]
Quarterly Ongoing Services Budget	[Quarterly Budget]
Annual Ongoing Services Budget	[Annual Budget]
Short-term pathways Funding (where applicable) As known by the Provider at date of Agreement issue	
Restorative Care Pathway Budget	[Annual Budget] OR "Not Applicable"
Restorative Care Pathway Budget End Date	[End Date] OR "Not Applicable"

<b>End-of-Life Pathway Budget</b>	[Annual Budget] OR "Not Applicable"
<b>End-of-Life Pathway Budget End Date</b>	[End Date] OR "Not Applicable"
<b>Assistive technology Funding tier</b>	[Funding Tier 1 -3] OR "Not Applicable"
<b>Assistive technology Budget</b>	[Annual Budget] OR "Not Applicable"
<b>Assistive technology End Date</b>	[End Date] OR "Not Applicable"
<b>Home modifications Funding tier</b>	[Funding Tier 1 -3] OR "Not Applicable"
<b>Home modifications Budget</b>	[Annual Budget] OR "Not Applicable"
<b>Home modifications End Date</b>	[End Date] OR "Not Applicable"
<b>Service dogs Budget</b>	[Annual Budget] OR "Not Applicable"
<b>Service dogs End Date</b>	[End Date] OR "Not Applicable"
<b>Participant Contributions for received Services</b> As known by the Provider at date of Agreement issue	
<b>Clinical supports participant contribution percentage</b>	0%
<b>Independence participant contribution percentage</b>	[Participant contribution if known] otherwise "Pending Services Australia Confirmation"
<b>Everyday living participant contribution percentage</b>	[Participant contribution if known] otherwise "Pending Services Australia Confirmation"
<b>Clinical supports Interim Contribution Amount</b>	0%
<b>Independence Interim Contribution Amount</b>	[Insert if known otherwise "In accordance with clause 6.1(c)"]
<b>Everyday living Interim Contribution Amount</b>	[Insert if known otherwise "In accordance with clause 6.1(c)"]

## 2. Important Information

### This Agreement

We will ensure you are involved in developing and negotiating this Agreement. At your request, a Registered Supporter, family member, carer, advocate, or any other person involved in your care can be involved in this process.

### Fully Managed

Our Fully Managed model of care means HomeMade will coordinate your Services for you.

### You should obtain advice

Before you sign this Agreement, we recommend that you obtain independent legal, financial or any other advice you consider may be helpful.

### Cooling off period

You may withdraw from this Agreement by notifying us either verbally or in writing within 14 days of signing it and before you start receiving Services. If you withdraw during the cooling off period, this Agreement has no effect and we will refund any amount you have paid under this Agreement.

### Your rights

The Act and the Rules give you rights in connection with the Services provided to you, including the rights contained in the Statement of Rights at Annexure B.

We have assisted you to understand the Statement of Rights and are always here to support you if you have any further questions.

When delivering Services to you, we will comply with the Aged Care Code of Conduct at Annexure C.

### Your Decisions

You may decide to make decisions by yourself or you can appoint somebody else from your life to make decisions on your behalf, such as a Representative or Substitute Decision Maker. If you have appointed a Representative or Substitute Decision Maker:

- (a) you must provide us with their details, including completing any authorisation form we require and providing us with a copy of relevant legal documents;
- (b) their details are specified in the Reference Table or noted in our system where you have provided us with their information;
- (c) your Representative or Substitute Decision Maker may sign this Agreement on your behalf if they are authorised to do so and can do

all other things as set out in the authorisation you have completed or legal document appointing them;

- (d) you consent to us contacting, and authorise us to contact, your Representative or Substitute Decision Maker for the purpose of discussing this Agreement with them, as well as your Care Plan and the Services that we provide to you;
- (e) we may provide your Representative or Substitute Decision Maker with any of your Personal Information in accordance with their authority under any applicable Laws or the authorisation you have completed with us, including any information that we believe is reasonably necessary for us to perform our obligations under this Agreement; and
- (f) if there are any changes to your decision making arrangements, you need to let us know otherwise we will continue to rely on any information you have previously given us.

### **Your Registered Supporter**

If you have registered a Registered Supporter:

- (a) their details are specified in the Reference Table;
- (b) you consent to us contacting your Registered Supporter for the purpose of discussing this Agreement with them, as well as your Care Plan and Services, and providing them with information that they request; and
- (c) if you want to change your Registered Supporter or you no longer wish to have a Registered Supporter, you must notify us in writing as soon as possible.

### **Our Services**

We will provide Services required by the Act, this Agreement and your Care Plan. The Services we or Services Providers may offer you are set out in your Care Plan and in Annexure D.

The Services may only be provided to you under this Agreement if you have been assigned a Support at Home Classification.

We will only provide Services that we consider appropriate and necessary to meet your care needs.

# Defined Terms

## 3. Defined Terms & Interpretation

### 3.1. Definitions

In this document:

<b>Access Approval</b>	means an approval made by the System Governor under section 65 of the Act for an individual to access funded aged care Services. Your Access Approval will be set out in your notice of decision from the System Governor.
<b>Act</b>	means the <i>Aged Care Act 2024</i> (Cth).
<b>Agreement</b>	means this agreement and any schedules or annexures to it, and any additional documents which may be included as an agreed variation to this Agreement.
<b>Approved Needs Assessor</b>	has the meaning as in the Act.
<b>Associated Provider</b>	has the meaning as in the Act.
<b>AT-HM</b>	means the Assistive Technology and Home Modifications Scheme.
<b>AT-HM Funding</b>	means the three tiers (including low, medium and high) of Commonwealth Government funding available for assistive technology and home modifications.
<b>Budget</b>	means an individualised financial plan, developed in accordance with clause 7. For ongoing Classifications, your annual Budget will be divided into quarterly amounts. Any reference to your Budget in this Agreement is referring to your quarterly Budget amount, unless otherwise specified. A copy of your Budget is available to you on the HomeMade Platform. For short-term



	pathway Classifications, your Budget will cover the period specific to the pathway or scheme.
<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday in the Jurisdiction.
<b>Care Management</b>	<p>are activities that ensure Services contribute to your overall wellbeing and include but are not limited to:</p> <ol style="list-style-type: none"> <li>1. implementing your Care Plan;</li> <li>2. service coordination, monitoring, review and evaluation; and</li> <li>3. advocacy, support and education.</li> </ol>
<b>Care Partner</b>	means a Support at Home Worker who delivers Care Management, including your support partner. You may be assigned multiple Care Partners. A reference in this Agreement to a Care Partner should therefore be interpreted as your Care Partner or Care Partners, as assigned.
<b>Care Plan</b>	means the care and services plan developed in accordance with clause 8, which includes the Services you will receive and the timing of the provision of those Services. A copy of your Care Plan is available to you on the HomeMade Platform. If you are receiving Restorative Care Services, references to your Care Plan include your Goal Plan, as relevant to Restorative Care Services.
<b>Classification</b>	<p>refers to the classification of a Support at Home Participant, including:</p> <ol style="list-style-type: none"> <li>1. ongoing classification (Classifications 1 – 8); and</li> <li>2. short-term classification (such as AT-HM scheme, Restorative Care Pathway and End-of-Life Pathway).</li> </ol>
<b>Commonwealth-He Id HCP Commonwealth Unspent Funds</b>	means the portion of HCP Commonwealth Unspent Funds held by the Commonwealth in relation to a Transitioned HCP Recipient as at 31 October 2025.
<b>Complaints Commissioner</b>	means the individual appointed under the Act who exercises the complaints functions set out at section 358 of the Act.

<b>Compliance Requirements</b>	means the requirements set out in the Service Provider Requirements at Annexure G as amended from time to time.
<b>Contributions</b>	means the amount you agree to contribute towards the cost of the delivery of the Services (including by an Associated Provider, Service Provider or Support at Home Worker), calculated in accordance with your Contribution Rate and the price for your Services.
<b>CPI</b>	means the consumer price index as determined from time to time.
<b>Department</b>	means the Commonwealth Department of Health, Disability and Ageing or any other Commonwealth Department administering the Act.
<b>End Date</b>	means the date this Agreement is terminated in accordance with its terms or the Act.
<b>End-of-Life Pathway</b>	means a short-term pathway providing in-home services for Participants with a prognosis of three months or less to live who meet eligibility criteria.
<b>End-of-Life Services</b>	means services provided under the End-of-Life Pathway.
<b>Equipment</b>	includes any assistive technology item, product, or device that is used to help a Participant perform tasks more easily or to complete activities they can no longer do independently.
<b>Extended Timeframe</b>	means the period in addition to the Timeframe for which you will receive Funding for a short-term Classification, once the Timeframe has come to an end.
<b>Fees</b>	means any fees payable under this Service Agreement or the Act (other than Contributions), including the Service Loading Fee and interest.
<b>Financial Hardship Assistance</b>	means assistance for financial hardship as determined under the provisions of the Rules.

<b>Fully Managed</b>	means HomeMade's Support at Home model under which HomeMade directs the management of the Participants' Support at Home Services.
<b>Funding</b>	means the amounts paid by the Commonwealth Government to us in connection with your Support at Home Classification.
<b>Goal Plan</b>	means the plan we will develop in consultation with you if you are receiving Restorative Care Services.
<b>Grandfathered HCP Recipient</b>	means a participant who was either receiving a HCP, on the National Priority System, or assessed as eligible for a HCP on 12 September 2024.
<b>GST</b>	has the same meaning as that term in the GST Act.
<b>HCP</b>	means a package of home care Services delivered under the <i>Aged Care Act 1997</i> (Cth).
<b>HCP Commonwealth Unspent Funds</b>	means the accumulated HCP subsidy paid by the Department in relation to a Transitioned HCP Participant as at 31 October 2025.
<b>HomeMade Platform</b>	means the HomeMade online platform for customers.
<b>Income and Assets Assessment</b>	means an assessment conducted by Services Australia for the purposes of determining how much you will be required to financially contribute to your Services.
<b>Interim Contribution Amount</b>	means the amount we agree you will contribute to the Services until the Income and Assets Assessment is finalised by Services Australia, in accordance with clause 6.1(c) and as set out in the Reference Table.
<b>Interim Funding</b>	means an allocation of 60% of the total Funding for your Classification amount for Ongoing Services.

<b>Jurisdiction</b>	means the State and/or Territory in which Support at Home is provided to you.
<b>Late Cancellation</b>	means when you provide less than 2 Business Days' notice of a cancellation of a scheduled Service.
<b>Law</b>	means the applicable common law, equity and any statute, order, rule, subordinate legislation, or other document enforceable under any statute, regulation, order, rule or subordinate legislation.
<b>Loss</b>	means any liability, loss, penalty, payment, cost, charge or expense.
<b>Mable</b>	is a related entity, Mable Technologies Pty Limited, to HomeMade that operates an online platform to connect Participants to Service Providers.
<b>MPIR</b>	means the Maximum Permissible Interest Rate as set out under the Rules where the relevant day is the Agreement Date.
<b>National Priority System</b>	means the prioritisation system adopted by the Department under the <i>Aged Care Act 1997</i> (Cth) to assess an individual's need for access to a HCP and prioritise that individual accordingly.
<b>No Show</b>	means you were required to be present for a scheduled Service, you were not present at the agreed place or time and you did not cancel the scheduled Service.
<b>Our Registered Provider Responsibilities</b>	means the responsibilities in Annexure F.
<b>Ongoing Services</b>	means services delivered to Participants under the classification type ongoing for the Service group home support under section 194-5 of the Rules.
<b>Participant</b>	means an individual who receives Funding through the Support at Home program and under the terms of a service agreement and includes you, the person named as the Participant in the Key Terms.

<b>Participant Portion Unspent HCP Funds</b>	means the portion of fees paid by a Transitioned HCP Participant to a provider in relation to their HCP, and held by the provider as at 31 October 2025.
<b>Personal Information</b>	has the same meaning as that term in the Privacy Laws.
<b>Pricing</b>	means the amount you are charged or proposed to be charged for goods or services in the Service List inclusive of any government subsidy and Contribution, as at the time the Service is delivered.
<b>Primary Supplements</b>	additional Funding that may be provided to Participants to cover costs related to specialised care needs as assessed by Services Australia.
<b>Privacy Laws</b>	means the <i>Privacy Act 1988</i> (Cth) and any other applicable state or territory based legislation.
<b>Privacy Policy</b>	means the policy we maintain in accordance with the Privacy Laws concerning how we will handle your Personal Information. A copy of our Privacy Policy is available at <a href="https://homemadesupport.com.au/privacy-policy/">https://homemadesupport.com.au/privacy-policy/</a> .
<b>Provider-Held HCP Commonwealth Unspent Funds</b>	means the portion of HCP Commonwealth Unspent Funds held by the provider in relation to a Transitioned HCP Recipient who was receiving HCP prior to September 2021, as at 31 October 2025.
<b>Quality Standards</b>	means the Aged Care Quality Standards contained in the Rules and as amended from time to time.
<b>Reference Table</b>	means the table in section 1 of this Agreement that sets out information relevant to the delivery of Services.
<b>Registered Provider</b>	means an organisation that has been assessed and approved to provide high-quality, safe and consistent care to older people under the Act.
<b>Registered Supporter</b>	means a person registered as a supporter of a Participant under the Act.

<b>Representative</b>	means a person you have nominated to be your Representative for the purposes of engaging with HomeMade. The Representative is able to make decisions on your behalf in relation to your interactions with HomeMade and Service Providers. However, a Substitute Decision Maker will take precedence over a Representative appointment if there is a conflict.
<b>Restorative Care Pathway</b>	means a short-term pathway providing intensive allied health and/or nursing services aimed to help Participants regain function and/or manage new or changing age related conditions.
<b>Restorative Care Services</b>	means services provided under the Restorative Care Pathway.
<b>Restorative Care Management</b>	means a service involving specialist coordination services for Participants receiving Restorative Care Services.
<b>Rules</b>	means the <i>Aged Care Rules 2025</i> (Cth).
<b>Self-Management</b>	is HomeMade's self-managed product.
<b>Service List</b>	means the list of Services that comprise the Support at Home program service list as referred to in subsection 8(1) of the Act and set out under the Rules as updated from time to time, which has been summarised in Annexure D.
<b>Service Loading Fee</b>	is the overhead we may apply in limited circumstances where you may (subject to our approval) directly engage approved Service Providers to deliver Services to you. The applicable rate is set out in the Reference Table.
<b>Service Price List</b>	means our Pricing for Services, as set out in Annexure H and amended from time to time in accordance with clause 6.4.
<b>Service Provider</b>	means any service provider engaged to provide Services to you including any individual Support at Home Worker (where applicable).

<b>Services</b>	means the Services you receive from us or from Service Providers in connection with this Agreement.
<b>Start Day</b>	means either 1 November 2025 or the date after this we otherwise agree to start providing you with the Services under this Agreement.
<b>Statement of Rights</b>	means the rights in section 23 of the Act and detailed in Annexure B.
<b>Substitute Decision Maker</b>	means an individual who has been legally appointed to make decisions on your behalf such as a Power of Attorney or Guardian.
<b>Support at Home Worker</b>	<p>means any person who is employed, contracted or otherwise engaged by:</p> <ul style="list-style-type: none"> <li>(a) us;</li> <li>(b) you; or</li> <li>(c) any other Service Provider or Associated Provider,</li> </ul> <p>in connection with your Classification, Care Plan and Services, including the Partner Coordinator and their employees or contractors.</p>
<b>Support Plan</b>	means the document developed by an aged care assessor following a Participant's aged care assessment.
<b>System Governor</b>	means the Secretary of the Department.
<b>Timeframe</b>	means the period for which you have been allocated Funding for a short-term Classification.
<b>Transitioned HCP Recipient</b>	means a Participant who was either receiving a HCP prior to 1 November 2025 and transitioned to receiving Support at Home on 1 November 2025, or a participant who was on the National Priority System prior to 1 November 2025 but had not yet received a HCP, and includes a Grandfathered HCP Recipient.
<b>Unspent HCP Funds</b>	include both the Provider-Held Unspent HCP Funds and the Commonwealth Unspent HCP Funds.

**Your  
Responsibilities**

refers to your responsibilities set out in Annexure F.

### **3.2 Interpretation**

In this Agreement, unless a contrary intention appears:

- (a) a reference to:
  - (i) a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
  - (ii) a person includes a natural person, partnership, body corporate, association, authority or other entity;
  - (iii) us includes our executors, administrators, successors, permitted assigns and substitutes;
  - (iv) you includes your Substitute Decision Maker or Representative acting under the terms of their appointment; and
  - (v) a statute or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes other genders;
- (d) another grammatical form of a defined word or expression has a corresponding meaning;
- (e) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (f) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (g) any provisions in this agreement that relate to Services that you are not receiving are not applicable to you;
- (h) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (i) headings are inserted for convenience and do not affect the interpretation of this Agreement.



# Fully Managed model

**About this section:** This section sets out our Fully Managed model through which HomeMade will coordinate your Services



## 4. Fully Managed Support at Home

### 4.1. Fully Managed overview

- (a) By entering into this Agreement, you elect to receive your Services through our Fully Managed model.
- (b) Under the Fully Managed model, we will manage and coordinate your Support at Home services. This includes engaging Service Providers and scheduling your Services.
- (c) HomeMade is an online provider and requires you to have a certain level of capacity and suitable skills to engage with us and our Platform. You, along with support from us, your Representative and / or Registered Support, will need to access the HomeMade Platform to view your Care Plan and Budget and engage with us regarding your Services and Service Providers – this requires you to have access to an appropriate technology device and the skills to be able to navigate the HomeMade Platform.
- (d) You must comply with Your Responsibilities.

### 4.2. Assessment of capacity and suitability

- (a) Before entering this Agreement and after as needed, we will assess your capacity and suitability to meet Your Responsibilities either by yourself or with assistance from your Representative or Registered Supporter, if you choose to nominate someone to assist you.
- (b) 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 Responsibilities, we will consult with you about whether your needs may be better met under other models of care.
- (c) Once you begin receiving Services, we will continue to monitor your capacity and suitability to meet Your Responsibilities. As part of this process:
  - (i) you consent to undertaking at your expense any assessments required to assess your capacity and suitability to meet Your Responsibilities; and
  - (ii) you must let us know any time you become concerned about your capacity or suitability to meet Your Responsibilities.
- (d) If you or we have any concerns about your capacity or suitability to meet your Responsibilities, we will consult with you about what actions may be necessary to ensure

your Services are delivered safely and in accordance with the relevant legal requirements. These actions may include:

- (i) conducting a virtual home visit with you to assess your capacity and suitability to meet Your Responsibilities;
  - (ii) undertaking an assessment (with a Service Provider as needed) of your care needs or capacity and suitability to meet Your Responsibilities and requesting your participation in this assessment;
  - (iii) discussing other options with you that may be more suited to your needs such as our Partner Coordination models (where relevant);
  - (iv) recommending transition to residential aged care or other models of care (acknowledging that HomeMade does not offer residential aged care); and/or
  - (v) if an agreement cannot be reached with you on another suitable care option and we remain concerned that you cannot be cared for in the home or community with the resources available under Self-Management, we may take additional steps including ceasing the provision of Support at Home to you under clause 19.4(a).
- (e) You agree that you will:
- (i) participate in any virtual home visit or assessment under clause 4.2(d); and
  - (ii) participate in, be responsible for arranging and pay any prices associated with any assessment carried out by a Service Provider under clause 4.2(d).
- (f) If, following an assessment referred to in clause 4.2(a) or clause 4.2(d), we determine that you are unable to meet some or all of Your Responsibilities:
- (i) we will determine based on the assessment whether a recommendation to temporarily or permanently change to Partner Coordination is needed and, if temporary, the period;
  - (ii) you agree that you will consider a change to Partner Coordination, either temporarily or permanently, as recommended by us and advised to you;
  - (iii) based on the assessment, we will consult with you about:
    - (A) which of Your Responsibilities we will assume and which you will remain responsible for;
    - (B) any additional Care Management you require; and
    - (C) any additional Services you may require to meet your assessed needs; and
  - (iv) if you agree to change to Partner Coordination, we will issue you a new agreement or amendment that reflects this change.

### **4.3. Authorisation**

- (a) Under the Fully Managed model, you authorise us to do the following on your behalf:
  - (i) manage and coordinate Services;
  - (ii) enter into service agreements with Service Providers;
  - (iii) communicate and engage with Service Providers;
  - (iv) negotiate prices and terms with Service Providers;
  - (v) use the online platform operated by Mable, a related entity, to find, engage and provide payment to Service Providers;
  - (vi) share your personal information, including you Care Plan, with Service Providers and Mable; and
  - (vii) receive, pay and process invoices from Service Providers.
- (b) You must complete the required consents and authorisations for us to manage your Services.

### **4.4. Preferences**

- (a) We will take your needs and preferences into account in managing your Services. We will make reasonable endeavours to:
  - (i) engage Service Providers that meet your preferences;
  - (ii) find alternative Service Providers at your request; and
  - (iii) find alternative Service Providers where there are cancellations of your Services.
- (b) However, you acknowledge that we can not guarantee that we will meet your preferences in relation to Service Providers or that we will be able to engage an alternative Service Provider for cancellations within two business days of your Service.

### **4.5. Assistive Technology and Home Modifications**

- (a) HomeMade will connect you with an onboarded and approved Service Provider for assistive technology or home modifications. If an approved Service Provider is not available or suitable or you wish to use a specific Service Provider, HomeMade will work with you to identify and onboard one.
- (b) HomeMade will work with you to coordinate all necessary services to secure required prescriptions under the relevant guidelines. You must have appropriate AT-HM Funding.
- (c) You must have the following before delivery or commencement of any assistive technology or home modification: a valid prescription (for assistive technology or home modification), a valid scope of work (for home modifications), and written approval for commencement or delivery from HomeMade. Assistive technology or home modifications requested must align with the Assistive Technology and Home Modifications List published by the Department and any other relevant guidelines.

- (d) You are responsible for coordinating the specifics of the home modifications, including the commencement date directly with the Service Provider.
- (e) You are responsible for coordinating the specifics of the assistive technology, including the product specific choices directly with the Service Provider.

#### **4.6. Changing to Self-Management**

- (a) If you wish to change to HomeMade's Self-Management model, HomeMade will assess your capacity and suitability for self-management to ensure your care needs can be met through self-management.
- (b) You must participate in this process. You acknowledge that successful self-management requires you to have a certain level of capacity and suitable skills to meet your responsibilities under self-management. You agree that if HomeMade has concerns about your capacity or suitability to undertake self-management, we will need to consult with you regarding the suitable model of care for your needs.

# Your Funding and Contributions

**About this section:** This section sets out the key payments you and we must make to each other, including details of when and how those payments must be made.



## 5. Your Funding

### 5.1. Application of Funding

- (a) Your Funding will be used towards the costs of providing the Services to you outlined in your Care Plan.
- (b) We will negotiate and enter into agreements with Service Providers on your behalf. You will be charged the relevant Pricing listed in our Service Price List for each relevant Service. If you or we are considering a Service that has a price that is higher than our Service Price List, your Care Partner will discuss this with you first.
- (c) You will not be required to pay any Contributions prior to being provided with the Services.
- (d) We will discuss any changes to your Contributions with you in accordance with the Rules.

### 5.2. Supplements

- (a) You may be eligible for Primary Supplements to cover costs associated with specialised care needs. These may include:
  - (i) oxygen supplement;
  - (ii) enteral feeding supplement;
  - (iii) veterans' supplement; and
  - (iv) remote supplement.
- (b) You may also have access to other supplements if you are a Transitioned HCP Recipient.
- (c) We will assist you to complete an application form and submit this to Services Australia as appropriate. Services Australia will determine your eligibility and the amount of the Primary Supplement.
- (d) We will incorporate any Primary Supplements into your Budget. You will be able to view your Primary Supplements in the Platform and on your Statement.

### 5.3. Short-term Pathways

- (a) You may be eligible for short-term pathways including:
  - (i) AT-HM Funding;
  - (ii) End-of-Life Pathway; and

- (iii) Restorative Care Pathway.
- (b) Eligibility is determined by Services Australia and we will assist you to apply for these pathways as appropriate. Where you receive funding from these short-term pathways, this will be documented in this Agreement or in writing as a variation to this Agreement.

#### 5.4. Unspent HCP Funds

- (a) We may use your Commonwealth-Held HCP Unspent Commonwealth Funds and your Provider-Held HCP Commonwealth Unspent Funds to:
  - (i) top up your Budget once exhausted; or
  - (ii) to pay for assistive technology or home modifications.
- (b) We can continue to hold the Provider-Held HCP Commonwealth Unspent Funds, unless:
  - (i) we elect to return the Provider-Held HCP Commonwealth Unspent Funds to Services Australia, in which case we will obtain written consent from you;
  - (ii) you change Registered Providers;
  - (iii) you pass away; or
  - (iv) we cease to deliver you the Services in accordance with clause 19.4.
- (c) We may decide to return your Participant Portion Unspent HCP Funds to you.
- (d) If we decide to return your Participant Portion Unspent HCP Funds to you, we will:
  - (i) agree in writing to do so;
  - (ii) return the Participant Portion Unspent HCP Funds to you within 14 days of entering into written agreement with you in accordance with clause 5.4(d)(i); or
  - (iii) if you pass away, after we enter into a written agreement in accordance with clause 5.4(d)(i), return the Participant Portion Unspent HCP Funds to your estate within 14 days of receiving probate or the letters of administration of your estate.
- (e) If we continue to hold your Participant Portion Unspent HCP Funds:
  - (i) we will commensurately reduce the amount of your Contributions; and
  - (ii) if we cease providing the Services to you in accordance with this Agreement:
    - (A) because you pass away, we will pay the balance of the Participant Portion Unspent HCP Funds to your estate within 14 days of receiving probate or the letters of administration of your estate; or
    - (B) otherwise, return the balance of the Participant Portion Unspent HCP Funds to you within 70 days of ceasing delivery of the Services.
- (f) If you intend on purchasing assistive technology and/or home modifications, your HCP Unspent Commonwealth Funds (if any) must be used before accessing your AT-HM Funding.

## 5.5. Interim Funding

- (a) While you are waiting for your Support at Home funding, the government may allocate Interim Funding to you. Interim Funding is generally an allocation of 60% of the total funding for your Classification.
- (b) If you have been allocated Interim Funding, we will partner with you to discuss your Interim Funding allocation and develop a quarterly budget that aligns with the Interim Funding and your assessed needs.
- (c) When your full funding becomes available:
  - (i) the remaining 40% of your funding for the approved classification will be allocated to you going forward (this will not be backdated); and
  - (ii) we will review your quarterly budget and Care Plan to include further Services to utilise the full Funding amount.

# 6. Amounts you must pay to us

## 6.1. Your Contributions

- (a) You agree to pay the Contributions towards your Services in accordance with the Contribution Rate and the Pricing for your Services.
- (b) Services Australia will notify you if you reach any relevant lifetime cap for your Contributions. Once you and we receive this notification, you will not be required to pay any further Contributions.
- (c) We may charge an Interim Contribution Amount on the Services you receive until your Contribution Rate has been determined. The Interim Contribution Amount that we will charge will be the same as the Interim Contribution Amount deducted from your Funding by the government.
- (d) If we charge you an Interim Contribution Amount and:
  - (i) the Interim Contribution Amount is less than what you would have been required to pay had your Contribution Rate applied, you agree to pay us the difference in Contributions within 30 days; or
  - (ii) the Interim Contribution Amount is more than what you would have been required to pay, we will repay the overpaid amount to you within 30 days.
- (e) If you receive a delayed Income and Assets Assessment which determines a different Contribution Rate, the new Contribution Rate will be backdated to your Start Day.
- (f) You must notify us and Services Australia of any changes to your financial situation that may impact your Contribution within 14 days of becoming aware of the change, including but not limited to changes in income, assets, or other relevant financial information.
- (g) If, following your initial Income and Asset Assessment, there is a change in your financial status and:

- (i) you are re-assessed as needing to pay a higher Contribution Rate, this will be applied at the beginning of the following quarter; or
  - (ii) you are re-assessed as needing to pay a lower Contribution Rate, this will be backdated and we will refund you the difference once your Contributions are finalised.
- (h) If Services Australia determines that a refund of your Contributions is required, we will refund the refundable contribution amount within 60 days. If Services Australia makes this determination after the End Date and your exit balances have been finalised, and:
- (i) you have changed to another provider, we will transfer the refundable contribution amount to your new provider; or
  - (ii) you have entered residential aged care or passed away, we will refund the refundable contribution amount to you or your estate, as necessary.
- (i) If we are required to refund the refundable contribution amount to you under clause 6.1(h), we will make the refund within 60 days.
- (j) If you do not provide Services Australia with your assets and income information, you will be assigned a 'means not disclosed' status and agree to pay the maximum Contribution Rate for your Services.

## **6.2. How your Contributions are paid**

- (a) We will calculate your Contributions in accordance with the Act or as lawfully directed by the Department.
- (b) From the Start Day and until this Agreement terminates for any reason, your Contributions will be invoiced monthly in arrears and must be paid by direct debit or in another manner as otherwise directed by us acting reasonably from time to time.
- (c) You agree to complete the direct debit authority form provided by us. You authorise us to collect your Contributions and any other amounts as agreed by direct debit. You are responsible for ensuring there are sufficient cleared funds in your account for any debits that we make in accordance with this Agreement. We are not responsible for any bank charges you may incur under any circumstances.
- (d) Notwithstanding any other remedy available to us under this Agreement or at Law, if you fail to pay an amount owing to us under this Agreement on the due date for payment, you are liable to us for interest in accordance with the MPIR from the due date for payment until the date payment is made. We may also pursue proceedings against you (or your estate if you have passed away) to recover any unpaid amount.

## **6.3. Service Loading Fee**

- (a) As a Fully Managed Customer, we will manage and engage Services on your behalf.
- (b) However, in some limited circumstances with our approval, you may choose to engage an approved third-party Service Provider or purchase Goods directly. You must discuss this with your Care Partner first to ensure the Services align with your Care Plan and Budget



and the Service List. The Service Provider must be approved by us in accordance with clause 10.1.

- (c) When you engage a Service Provider or purchase Goods directly on your own, we may apply an overhead (Service Loading Fee) to cover our costs associated with managing Services / Goods provided to you by the Service Provider.
- (d) The Service Loading Fee will be applied as a set percentage of the actual cost of the third-party Service as set out in the Reference Table.
- (e) The amount of the Service Loading Fee will be discussed and agreed with you in advance of your Services being delivered by an approved Service Provider.

#### **6.4. Changes to Fees and Pricing**

- (a) We will review our Fees and Pricing on 1 July and 1 January each year. We have chosen these dates to align with the financial year.
- (b) Our review of our Fees and Pricing will take into account:
  - (i) CPI;
  - (ii) decisions by the Fair Work Commission, Fair Work Ombudsman or other regulatory body on employment or pay matters;
  - (iii) other factors outside of our direct control such as changes to Law including the Act or Rules; and
  - (iv) any relevant caps or limits in the Rules or Act.
- (c) We will communicate any adjustments to our Fees or Pricing to you within a month of our review in clause 6.4(b), including providing you with a new Service Price List as required.
- (d) By entering into this Agreement (whether in writing or otherwise) you consent to these adjustments in accordance with this clause 6.4.
- (e) We will seek your consent to update our Fees or Pricing outside of these scheduled reviews that occur in accordance with this clause 6.4. These changes will be recorded as a variation to this Agreement.

#### **6.5. Other amounts**

You must also pay to us any reasonably and properly incurred costs we incur in connection with:

- (a) Services delivered to you by Services Providers which cannot be covered by your Funding, such as where the Services were out of scope in the Service List or otherwise excluded or there is Overspend in accordance with clause 7.3;
- (b) summoning emergency assistance for you, including an ambulance, in accordance with clause 14.5; and
- (c) the indemnity you provide us in accordance with clause 21.

## **6.6. Set off**

We may set off any amounts you owe to us under this Agreement against any amounts which we must pay to you under this Agreement.

## **6.7. Fee Reduction Supplement**

If you are experiencing financial hardship, you may apply to Services Australia for a Fee Reduction Supplement. If you apply for a Fee Reduction Supplement:

- (a) while the application is processing we will not charge you any Contributions;
- (b) if the application is approved, we will continue to not charge you any Contributions while the Fee Reduction Supplement applies to you; and
- (c) if it is decided that you are not entitled to a Fee Reduction Supplement, we will collect your unpaid Contributions for the period beginning on the day your application was made.

## **6.8. Transitioned HCP Recipients**

If you are a Grandfathered HCP Recipient, your Contributions will remain the same as, or will be lower than, the Grandfathered HCP Contribution recorded in the Reference Table of this Agreement, irrespective of whether you are reassessed as having a higher Classification.

# Your Budget

**About this section:** This section sets out how your Budget is developed, managed and updated.



## 7. Managing your Budget

### 7.1. Developing your Budget

- (a) Before or on the Start Day, we will develop your Budget with you and your Representative and / or Registered Supporter (if applicable). Your Budget will reflect your goals, assessed needs and preferences, and be available for you to view on the HomeMade Platform.
- (b) In developing your Budget, we will have regard to the resources available and the Services you wish to receive, based on your Access Approval. Your Budget will be developed alongside your Care Plan.
- (c) If you are receiving Restorative Care Services, your Budget will be included in your Goal Plan.

### 7.2. Unspent Budget

- (a) If you have not utilised all of the Funding in your Budget, the higher of \$1,000 or 10% of your Budget (inclusive of supplements) for Ongoing Services will automatically carry over to the next Budget period.
- (b) However, rolled over Funding will not be available immediately – it can take up to 61 days after the last day of the previous quarter for the funds to become available.
- (c) For the Restorative Care Pathway, End-of-Life Pathway and AT-HM scheme, there is no rollover of Funding as your Budget will cease with the finalisation of those Services.

### 7.3. Overspend

- (a) We will work with you to manage your Budget and ensure your Services align with your Budget. However, it is important that you monitor your Services and spending which can be viewed in the Platform.
- (b) If we become concerned that the spending on your Services is exceeding or likely to exceed the Funding available to you (**Overspend**), we will:
  - (i) Notify you of our concerns and work with you to review your Care Plan and Budget as needed;
  - (ii) Provide you with guidance on how to avoid Overspend; and
  - (iii) Provide recommendations regarding other models of care as required.

- (c) You agree that you will collaborate with us to avoid and reduce any Overspend. If there is Overspend, you agree that you will provide a personal contribution for the Overspend amount which may be paid by the direct debit arrangement you have entered into with us or any other method as agreed.

#### **7.4. Revising your Budget**

- (a) We will review, and revise (if necessary) your Budget annually or more regularly as needed and if:
  - (i) a change to your Services is proposed;
  - (ii) there is a change to our Pricing or Fees that affects your Budget;
  - (iii) there is a change to your Contribution Rate; or
  - (iv) you request a review of your Budget.
- (b) If we make changes to your Budget:
  - (i) in accordance with clauses 7.4(a)(i) to 7.4(a)(iii), we will provide you with a copy of your updated Budget as soon as practicable after we have all the necessary information to update the Budget; or
  - (ii) in accordance with clause 7.4(a)(iv), we will provide you with a copy of your updated Budget within 14 days of the request.
- (c) We will gain your consent and approval to make any changes to your Budget under clause 7.4(a).

#### **7.5. Statements**

- (a) We will give you a monthly statement for each calendar month you receive Services no later than the last day of the following month.
- (b) For Ongoing Services, the Restorative Care Pathway and/or the End-of-Life Pathway, we will issue a final statement after the exit date for the relevant Services.

# Your Care Plan

**About this section:** This section sets out how your Care Plan is determined and outlines the rights and responsibilities both you and we have regarding the delivery of Services to you.



## 8. Our commitment to you

### We will:

- (a) provide the Services from the Start Day until this Agreement ends, or is terminated in accordance with clause 19;
- (b) allocate you one or more Care Partners;
- (c) develop and administer your Care Plan in line with a wellness and reablement approach;
- (d) provide a written Care Plan to you on or before the Start Day, unless your Access Approval is given to you under exceptional circumstances in which case we will provide a written Care Plan within 28 days after your Access Approval is given;
- (e) remain a Registered Provider at all times while providing Services to you; and
- (f) ensure the Services provided to you are delivered with due care and skill, comply with the applicable Law and meet the Quality Standards.

## 9. Your Care Plan

### 9.1. Developing your Care Plan

In collaboration with you and your Representative and /or Registered Supporter (if applicable), your Care Partner will assist you to develop your Care Plan, which will be available for you to view on the HomeMade Platform.

### 9.2. Providing us with information

- (a) Before developing your Care Plan, we require you to provide us with a copy of your Support Plan.
- (b) In developing or reviewing your Care Plan, we will ask you to provide us with information about:
  - (i) your health and wellbeing, which may include information you have received from your doctor and other healthcare professionals, which is relevant to us in determining the Services you require; and

- (ii) the Services you would like to receive and the timing of those Services.
- (c) With your consent, we may also arrange for a case conference with your general practitioner and any other relevant health practitioners.

### **9.3. Reviewing your Care Plan**

- (a) Your care needs may change after the Start Day.
- (b) After the Start Day, your Care Partner will regularly monitor and review your Care Plan to ensure it continues to meet your needs and our requirements, including:
  - (i) at least once every 12 months (except where you are receiving short-term Services);
  - (ii) if your circumstances change and we determine a review is required; or
  - (iii) you request a review at any time.
- (c) If we reasonably determine your Care Plan must be updated for any reason listed in clause 9.3(b), your Care Partner will prepare a revised Care Plan with you and your Registered Supporter (if applicable), and provide you with a copy for your review.
- (d) The process of reviewing your Care Plan may include:
  - (i) consultation between us (including your Care Partner) and you, which may be in-person, by phone or videoconference;
  - (ii) assessment of your needs, for example geriatrician, occupational therapy and/or nursing assessment and environmental safety assessment;
  - (iii) speaking with your Service Providers and any other person involved in your Services, including your Representative or your Registered Supporter (if applicable); and/or
  - (iv) case conferences, including multidisciplinary case conferences as required.
- (e) We will seek your consent to make any updates to your Care Plan under clause 9.3.
- (f) If we update your Care Plan in accordance with clause 9.3, we will also update your Budget as necessary.

### **9.4. If you are unhappy with your Care Plan**

If you are unhappy with your Care Plan at any time, you must let us know so we can consult with you and your Representative and / or Registered Supporter, and make any reasonable changes that you request, within the limits of your Funding and the Services available under Support at Home. You should consult with your Care Partner or us in relation to your Care Plan.

### **9.5. Certain requests**

We may decline a request from you to change your Care Plan, if your request:

- (a) may cause harm to your health and/or safety;
- (b) results in us not being able to comply with our responsibilities under the Act and other Laws; or
- (c) is otherwise contrary to your care needs as set out in your Care Plan or your Access Approval.

# 10. Engaging Service Providers

## 10.1. Engaging Service Providers

In accordance with the authorisations you provide to us in this Agreement, we will engage Service Providers and enter into agreements for Services on your behalf as set out below:

(a) **Use of commonly-used Service Providers**

- (i) You will have access to Service Providers that are commonly used by HomeMade customers.
- (ii) These Service Providers have already been onboarded by us, which means we have:
  - (A) entered into a suitable agreement between HomeMade and the Service Provider; and
  - (B) verified that the Service Provider meets the Compliance Requirements.

(b) **Consideration of another Service Provider to be onboarded by HomeMade**

- (i) From time to time you may identify a Service Provider you would like us to engage on your behalf. We will consider this request and if the Service Provider is suitable we may onboard them.
- (ii) We will follow our onboarding process, which may include:
  - (A) engaging with the proposed Service Provider and requesting information and documents from them; and
  - (B) entering into a suitable agreement between HomeMade and the Service Provider.
- (iii) If you request us to onboard a Service Provider, once they are onboarded we will manage the Services under the Fully Managed model.

(c) **Select a Service Provider through Mable**

- (i) We can engage a Service Provider through the Mable platform on your behalf. Mable is a related entity and is required to comply with its obligations under the Act as a Digital Platform Provider.
- (ii) These Service Providers have already been onboarded by Mable, which means that Mable has:
  - (A) required the Service Provider to accept their Terms of Use; and
  - (B) verified that the Service Provider meets the Compliance Requirements.
- (iii) You acknowledge that we will not:
  - (A) enter into an agreement directly with the Service Provider; or
  - (B) independently verify the Service Provider's compliance with the Compliance Requirements.

## 10.2. Declining a request for Services

While you are encouraged to exercise choice in the type of Services you access, in some circumstances it may be necessary for us to decline a request from you to receive 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 Support at Home Worker or another person;
- (b) is for something that is outside the scope of the Service List;
- (c) would result in us not being able to comply with our responsibilities under any Law or guideline;
- (d) is for Services to be provided by a Service Provider that:
  - (i) does not comply, or will not provide sufficient evidence of their compliance, with the Compliance Requirements;
  - (ii) is a family member, friend or other individual that may have a conflict of interest, if we reasonably consider there are alternative options available;
  - (iii) will not enter into a suitable contract for the provision of Services; or
  - (iv) has been the subject of previous difficulties or negative experiences known to us;
  - (v) has an actual or perceived conflict of interest;
- (e) would be beyond the scope of your Budget or your Funding;
- (f) would be contrary to your needs, as set out in your Care Plan or Access Approval; or
- (g) would be for something for which you do not have an appropriately documented assessed need or which is not currently included in your Care Plan or is inconsistent with your Access Approval.

## 11. Care management

- (a) We will allocate 10% of your quarterly Budget for Ongoing Services to our pooled Care Management account, which will be used to provide Care Management to you and other individuals we support.
- (b) A Care Partner will deliver a minimum of one Care Management activity to you per month for Ongoing Services or End-of-Life Services.
- (c) Care Management will be delivered in-line with the Quality Standards.
- (d) If you are receiving Restorative Care Services we will provide Restorative Care Management to you and this will be paid for out of your Budget not our pooled Care Management funds.



## 12. Equipment

- (a) You may acquire Equipment in connection with your Services.
- (b) Depending on the nature of any Equipment used in connection with your Services, you may be required to have an assessment of the safety and appropriate use of the Equipment conducted by a third party. We can assist you to arrange any required assessment and any costs of the assessment will be paid for using your relevant Funding or otherwise through your personal funds.
- (c) You must notify us if your Equipment requires any maintenance or repair. Any maintenance or servicing costs will be paid for using your relevant Funding or otherwise through your personal funds.
- (d) We will ensure that the Equipment is safe and meets your needs at the time the Support or Service is delivered to you.
- (e) You agree that you will be responsible for any Loss, damage, costs of repairs and/or replacement of Equipment used in connection with your Services, except where:
  - (i) the Equipment has been damaged as a result of a cause independent of human control;
  - (ii) the Equipment has been lost or damaged as a result of an act, default or omission by a Support at Home Worker; or
  - (iii) at the time the Equipment is supplied to you, it is not of acceptable quality within the meaning of section 54 of the Australian Consumer Law.
- (f) You agree to indemnify us against any claim arising as a result of injury to any person (other than a Support at Home Worker) caused by the misuse or negligent use of the Equipment in connection with your Services.
- (g) In this clause, claim includes any claim, action, proceeding, demand, liability, obligation, cost, Loss, damages or expense.
- (h) When the relevant Services connected with the Equipment end, or the loan arrangement ends (whatever happens sooner), you will retain ownership of any Equipment you have paid for in full, however you will not have any ownership of, or ongoing rights to use, any Equipment that was on loan to you.

# 13. Temporarily stopping Services

## 13.1. Unavailability

- (a) You acknowledge that:
  - (i) the Service Providers we have engaged on your behalf have cancellation terms in their agreements which we will notify you of; and
  - (ii) you will notify us as soon as possible if you need to cancel a Service we have arranged for you.
- (b) Generally:
  - (i) If we or a Service Provider have committed to deliver any Services and we/they are prevented, at no fault of our/their own, from delivering the Service, due to a Late Cancellation or No Show, we may charge the full Pricing, Contribution and/or Fees and claim any government funding for the Service.
  - (ii) If you feel that you have reasonable grounds for a Late Cancellation or No Show, you can give us evidence in writing to substantiate your claim and we will consider this on a case by case basis. If we agree there were reasonable grounds for a Late Cancellation or No Show, we may agree to vary our claim for the Service and waive or refund the Pricing, Contribution or Fees, at our discretion.

## 13.2. Temporarily stopping your Services

- (a) You may request we temporarily stop some or all of your Services by giving us at least 48 hours prior written notice.
- (b) You may request to temporarily stop your Services for the following reasons:
  - (i) for a hospital stay;
  - (ii) following a hospital stay (for example, to access the Transition Care Programme);
  - (iii) to receive residential respite care; and/or
  - (iv) other reasons (for example, to take a holiday).
- (c) If you temporarily stop Services:
  - (i) we will continue to provide you with Care Management unless you expressly decline to receive Care Management;
  - (ii) you will continue to receive your Budget, however, the amount of Budget you will be permitted to carry over will be limited in accordance with clause 7.2; and
  - (iii) fees and charges may still apply in certain circumstances.
- (d) If your Services are temporarily stopped for a period of more than 4 consecutive quarters (1 year) and 60 days, calculated from the end of the quarter from when we last provided Services to you, your Funding will be reduced to zero. If this occurs, we will consider that you no longer need Support at Home Services and may terminate this Service Agreement

under clause 19. We will provide you with written notice that your Funding may be discontinued.

## 14. Service Providers

### 14.1. Your acknowledgements

- (a) Your home and any other place that we, or Service Providers provide Services to you will be a workplace and must be a safe and suitable environment for us and Service Providers.
- (b) To ensure compliance with clause 14.1(a), we may arrange a videoconference with you or visit your home prior to your Start Day.
- (c) We may temporarily stop any Services to you for any period of time we reasonably require if we or Service Providers are unable to comply with our workplace health and safety obligations in providing the Services to you at your home or any other place you require Services from time to time.

### 14.2. Your rights

Your rights as a Participant receiving Support at Home include those rights set out in the Statement of Rights provided at Annexure B.

### 14.3. Your responsibilities

You must:

- (a) comply with the terms of this Agreement;
- (b) accept responsibility for your actions and choices even though some of your choices may involve an element of risk;
- (c) promptly notify us if you become aware of any circumstances that result in your home being unsafe for us, or Support at Home Workers;
- (d) ensure that while in your home, Support at Home Workers are safe, for example, by restraining large or dangerous pets;
- (e) allow us access to your home for inspection purposes or engage in video calls as required, to ensure it is a safe environment for Service Providers;
- (f) treat us, and Service Providers without exploitation, abuse, discrimination or harassment;
- (g) ensure that you and any other people in your home treat us, and Service Providers with courtesy and respect; and
- (h) comply with Your Responsibilities set out at Annexure F.

### 14.4. Right of access

You agree that we, Service Providers and Support at Home Workers may enter your home:

- (a) to deliver the Services to you in accordance with your Care Plan; and

- (b) at any time if they reasonably believe an emergency exists.

#### **14.5. Right to call for emergency assistance**

- (a) In addition to a right of access, in the event of any emergency, at your cost, we may call an ambulance or otherwise summon any other assistance we reasonably deem appropriate to assist you.
- (b) You agree to pay all costs associated with us reasonably obtaining any emergency assistance for you

# Other matters

**About this section:** This section contains additional matters, rights and obligations in respect of this Agreement.



## 15. Effect of this Agreement

This Agreement will replace any previous agreements that you have with us and those previous agreements will be terminated effective from the commencement date of this Agreement.

## 16. Review of Agreement

We will review this Agreement:

- (a) at least once every 12 months;
- (b) if you request a review; or
- (c) there is a significant change in your circumstances which is known to us.

## 17. Electronic execution

- (a) Without limiting any other method of signing or delivery permitted by Law and subject to all applicable Laws, the parties agree that:
  - (i) each party may sign and deliver this document electronically;
  - (ii) 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
  - (iii) 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.
- (b) Each party represents and warrants that the individual who signs the Agreement is duly authorised to enter into this Agreement on their behalf and that the other party is authorised to rely on this representation.

- (c) If you choose not to sign this Agreement, it will still be considered to be agreed to and in place if there is mutual agreement between you and us about the Services to be delivered.

## 18. Timeframe

### 18.1. Timeframe for short-term Classifications

If you are assessed by Services Australia as requiring a short-term Classification, the Timeframe during which you will receive the Funding for that short-term Classification is that set out in the Reference Table.

### 18.2. Extended Timeframe

Your Timeframe may be extended if Services Australia reassesses you as requiring a short-term Classification at the end of the Timeframe. Your Extended Timeframe is the period set out in the Reference Table.

## 19. Termination

### 19.1. Cooling off period

If you notify us either verbally or in writing before you start receiving Services from us, and within 14 days of signing this Agreement, that you wish to withdraw from this Agreement:

- (a) the Agreement has no effect; and
- (b) we will refund any amount you have paid us under this Agreement.

### 19.2. End Date

This Agreement ends when it is terminated in accordance with this Agreement or any applicable Law or, in relation to short-term Classifications, at the end of the Timeframe or Extended Timeframe listed in the Reference Table. If you are receiving Services under multiple pathways, this Agreement will end when the last service type ceases.

### 19.3. Your right to terminate

- (a) You may terminate this Agreement at any time by giving us 14 days' written notice.
- (b) If you terminate this Agreement in accordance with clause 19.3(a) above, you must continue to pay any Fees and Contributions until the later of the following dates:
  - (i) the date we cease providing Services; and
  - (ii) the date 14 days after we receive written notice of your intention to terminate this Agreement.

### 19.4. Our right to terminate

We may only terminate this Agreement in accordance with the Law and by providing 14 days' written notice if:

- (a) you cannot be cared for in the home or the community with the resources available to us;
- (b) your condition changes to the extent that you no longer need the funded aged care services delivered by us or your needs (as assessed by an Approved Needs Assessor) can be met more appropriately by other types of funded aged care services;
- (c) you intentionally caused serious injury to any Support at Home Worker;
- (d) you intentionally infringe the right of any Support at Home Worker to work in safe environment;
- (e) you have not paid, for a reason within your control, any fees or Contribution specified in this Agreement, and have not negotiated an alternative arrangement with us for payment and you have no application for the Fee Reduction Supplement in place;
- (f) you notify us in writing that you wish to move to a location where we do not provide Services; or
- (g) you notify us that you no longer wish to receive Services from us, or you want to move to a new Registered Provider.

#### **19.5. Notice of termination**

If we intend to stop delivering Services to you, we will provide you with written notice at least 14 days before we stop delivering Services.

#### **19.6. Transitioning to a new Support at Home provider**

- (a) If you decide you no longer wish to receive our Services and that you will be changing your Support at Home provider, you must provide us with written notice of your decision.
- (b) Within 60 days of receiving your written notice, we will:
  - (i) take steps to agree on an exit date with you;
  - (ii) sharing information about the Services we delivered to your new Support at Home provider;
  - (iii) issue you with a final invoice for your Contributions; and
  - (iv) issue you with a final monthly statement in accordance with clause 7.5.
- (c) We will continue to provide you with Services upon receipt of your written notice provided in accordance with clause 19.6(a) until the agreed exit date.
- (d) You consent to us providing the information set out at clause 19.6(b)(ii) (which may include your Personal Information) to your new Support at Home provider.
- (e) You will have four consecutive quarters (one year) and 60 days from the last quarter of when we last provided you with Services to enter into a new service agreement with another Support at Home provider.

## 20. Privacy, confidentiality and access to records

- (a) In performing our obligations under this Agreement, we will comply with the Act, Privacy Laws and our Privacy Policy.
- (b) Without limiting and in addition to clause 20(a), we guarantee that all reasonable steps will be taken, so far as is possible, to:
  - (i) protect the confidentiality, so far as is legally permissible, of any Personal Information you give to us;
  - (ii) only use your Personal Information for the purposes set out in our Privacy Policy, including to perform our obligations and enforce our rights under this Agreement; and
  - (iii) only disclose your Personal Information in accordance with the Act, Privacy Laws, this Agreement and our Privacy Policy.
- (c) Health records and other Personal Information about you that we create pursuant to this Agreement remain our property. This information will be treated in accordance with our Privacy Policy.

## 21. Indemnity and release

### 21.1. Release

Except to the extent that the liability is caused or contributed by the other parties' negligence, default or wrongful act, each party irrevocably and unconditionally release the other from any liability directly or indirectly incurred in connection with:

- (a) damage or Loss of any property or injury or the death of any person;
- (b) anything required or permitted under this Agreement; or
- (c) any Services not being available.

### 21.2. Indemnity

You irrevocably and unconditionally indemnify us against all liabilities directly or indirectly arising from or incurred in connection with:

- (a) damage or Loss of any property or injury or the death of any person;
- (b) our doing anything that you must do under this Agreement but which you have not done properly; and
- (c) your breach of this Agreement, which includes anything done by your Representative, Substitute Decision Maker, Registered Supporter, agent or invitee that would be a breach of this Agreement if done by you, except to the extent that the liability is caused or contributed by our negligence, default or wrongful act.



## 22. Disputes and complaints handling

- (a) you are entitled to make a complaint about the Services or us without fear of reprisal.
- (b) We will use an open disclosure process to handle your complaint.
- (c) If you are concerned with our delivery of Support at Home, the Services or any other matter arising from this Agreement, please contact HomeMade via your Care Partner or [support@homemadesupport.com.au](mailto:support@homemadesupport.com.au) or refer to our complaints process in Annexure A. We will use all reasonable efforts to resolve your complaints and concerns.
- (d) You may also make a complaint to the Complaints Commissioner in accordance with Annexure A of this Agreement at any time.

## 23. GST

### 23.1. GST and this Agreement

- (a) The amounts this Agreement requires you to pay do not include any GST.
- (b) At the date of this Agreement, GST could apply to some of the Services we provide under this Agreement. The application of GST may change in the future.
- (c) A payment that is subject to GST means a payment that:
  - (i) you must make under this Agreement; and
  - (ii) is for, or partly for, Services we provide that are subject to GST.
- (d) If a payment is subject to GST then that payment must be increased by the amount of the GST so that, after we remit the GST to the Australian Taxation Office, we retain the amount this Agreement says is payable to us.

### 23.2. Accounting for GST credits

- (a) Some of your payments under this Agreement are to reimburse us for our expenses or a share of our expenses.
- (b) When we calculate these reimbursements, we must deduct the amount of the input tax credits to which we are entitled because we incurred those expenses.

## 24. Notices

### 24.1. Method of delivery of notices

A notice under this Agreement:

- (a) may be hand delivered to that party's address stated in the Reference Table (or another address notified by a party in writing from time to time);
- (b) may be sent by prepaid post to that party's address stated in the Reference Table (or another address notified by a party in writing from time to time); and

- (c) if it is to you, may be sent by email to your email address stated in the Reference Table (or another email address that you notify to us in writing).

## **24.2. When notices are received and effective**

- (a) A notice given in accordance with this clause 24 takes effect when it is received or taken to be received (whichever occurs first), unless a later time is specified in the notice. A notice is taken to be received:
  - (i) if hand delivered, on delivery;
  - (ii) if sent by prepaid post, on the fourth Business Day after the date of posting; and
  - (iii) if sent by email, four hours after the time sent, unless the sender receives an automated notice that the email has not been delivered.
- (b) However, if a notice is received on a day that is not a Business Day or after 5.00pm on a Business Day, the notice is taken to be received on the next Business Day.

# **25. General**

## **25.1. Assignment**

- (a) Your rights and obligations under this Agreement are personal to you and cannot be assigned.
- (b) We may assign our rights and obligations under this Agreement without your consent but must provide you with 28 days' notice of any assignment.

## **25.2. Variations**

- (a) This Agreement may be varied by us:
  - (i) if the variation is necessary to implement the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
  - (ii) we have given you reasonable notice in writing about the variation; and
  - (iii) the variation is not inconsistent with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the Act; or
- (b) by mutual consent:
  - (i) following adequate consultation by us and you;
  - (ii) with your consent; and
  - (iii) if the variation is not inconsistent with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the Act.

## **25.3. Our consent**

Unless otherwise specified, where you require our consent under this Agreement, that consent must be in writing, may be given or refused in our discretion acting reasonably and may be subject to any reasonable conditions.

#### **25.4. Business Day**

In this Agreement, unless a contrary intention appears or the Act provides otherwise, if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

#### **25.5. Severance**

A provision or part of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions or parts of the provisions of this Agreement continue in force, unless the severance would materially change the intended effect of this Agreement.

#### **25.6. Waiver and variation**

A right under this Agreement may not be waived or varied except in writing signed by the party giving the waiver or the party to be bound. To avoid any doubt, if we demand or accept payment of any amount you are required to pay us under this Agreement or the Act, it is without prejudice to any rights we may have.

#### **25.7. Governing Law and Jurisdiction**

This Agreement is governed by the Law applicable in the Jurisdiction. You and we irrevocably and unconditionally submit to the non-exclusive Jurisdiction of the courts of the Jurisdiction and courts of appeal from them.

# Annexure A

## Complaints information

### Our Complaints Management Process

You are entitled to make a complaint about the Services or us without fear of reprisal. We are committed to resolving any complaint you may have.

- We recommend that you first raise your complaint with one of your Care Partners
- If you feel your complaint has not been resolved by one of your Care Partners or you would prefer to raise your complaint with us at any time, you may refer your complaint to us:
  - o By phone: 1800 700 328
  - o By email: [feedback@homemadesupport.com.au](mailto:feedback@homemadesupport.com.au)
  - o By letter: to our address in the Reference Table.

Please address to the Senior Manager – Quality of HomeMade Support

- o Online: <https://homemadesupport.com.au/support-tools/support-forms/feedback/>

You may also refer your complaint to the external agencies set out below.

#### Aged Care Quality and Safety Commission

Aged Care Quality and Safety Commission receives complaints about aged care Services under the Act. Complaints can be made:

Online	<a href="https://www.agedcarequality.gov.au/making-complaint/lodge-complaint">https://www.agedcarequality.gov.au/making-complaint/lodge-complaint</a>
By phone on	1800 951 822
Interpreter	<p>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 Aged Care Quality and Safety Commission on 1800 951 822.</p> <p>For hearing or speech impaired TTY users phone 1800 555 677 then ask for 1800 951 822.</p> <p>For speak and listen users phone 1800 555 727 then ask for 1800 951 822.</p>
For Internet relay users connect to	<a href="https://internet-relay.nrscall.gov.au/">https://internet-relay.nrscall.gov.au/</a>

**In writing to**

Aged Care Quality and Safety Commission  
GPO Box 9819  
(Your capital city and state or territory)

**Aged Care Advocacy**

Alternatively, you may seek assistance in resolving the dispute or complaint from an independent advocacy service such as:

<b>Australian Capital Territory</b>	ACT Disability, Aged and Carer Advocacy Service	(02) 6242 5060
<b>New South Wales</b>	Seniors Rights Service	1800 424 079
<b>Northern Territory</b>	Council on the Ageing NT Inc	(08) 8941 1004
<b>Queensland</b>	Aged and Disability Advocacy Australia	1800 818 338
<b>South Australia</b>	Older Persons Advocacy Network	1800 700 600
<b>Tasmania</b>	Advocacy Tasmanian Inc	1800 005 131
<b>Victoria</b>	Elder Rights Australia	1800 700 600
<b>Western Australia</b>	Advocare	1800 655 566

**My Aged Care**

The My Aged Care information line and website was set up in 2013. It provides information and takes calls from people who had any queries about the aged care reforms that the Government introduced at that time. Since then, it has expanded its Services to provide basic assistance with queries about all matters related to the provision of residential or home aged care Services.

**Find the help you need with**

**myagedcare**

**1800 200 422**

[www.myagedcare.gov.au](http://www.myagedcare.gov.au)



In any discussions or communications of the dispute or complaint resolution process, you may be assisted and/or represented by your Representative, Substitute Decision Maker or other person(s) selected by yourself.

# Annexure B

## Statement of Rights

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

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

### Equitable access

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

### Quality and safe funded aged care Services

3. An individual has a right to:
  - (a) be treated with dignity and respect; and
  - (b) safe, fair, equitable and non-discriminatory treatment; and
  - (c) have the individual's identity, culture, spirituality and diversity valued and supported; and

- (d) funded aged care Services being delivered to the individual:
  - (i) in a way that is culturally safe, culturally appropriate, trauma-aware and healing-informed; and
  - (ii) in an accessible manner; and
  - (iii) by aged care workers of registered providers who have appropriate qualifications, skills and experience.

4. An individual has a right to:

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

### **Respect for privacy and information**

5. An individual has a right to have the individual's:

- (a) personal privacy respected; and
- (b) personal information protected.

6. An individual has a right to seek, and be provided with, records and information about the individual's rights under this section and the funded aged care Services the individual accesses, including the costs of those Services.

### **Person-centred communication and ability to raise issues without reprisal**

7. An individual has a right to:

- (a) be informed, in a way the individual understands, about the funded aged care Services the individual accesses; and
- (b) express opinions about the funded aged care Services the individual accesses and be heard.

8. An individual has a right to communicate in the individual's preferred language or method of communication, with access to interpreters and communication aids as required.

9. An individual has a right to:

- (a) open communication and support from registered providers when issues arise in the delivery of funded aged care Services; and
- (b) make complaints using an accessible mechanism, without fear of reprisal, about the delivery of funded aged care Services to the individual; and
- (c) have the individual's complaints dealt with fairly and promptly.

## **Advocates, significant persons and social connections**

10. An individual has a right to be supported by an advocate or other person of the individual's choice, including when exercising or seeking to understand the individual's rights in this section, voicing the individual's opinions, making decisions that affect the individual's life and making complaints or giving feedback.
11. An individual has a right to have the role of persons who are significant to the individual, including carers, visitors and volunteers, be acknowledged and respected.
12. An individual has a right to opportunities, and assistance, to stay connected (if the individual so chooses) with:
  - (a) significant persons in the individual's life and pets, including through safe visitation by family members, friends, volunteers or other visitors where the individual lives and visits to family members or friends; and
  - (b) the individual's community, including by participating in public life and leisure, cultural, spiritual and lifestyle activities; and
  - (c) if the individual is an Aboriginal or Torres Strait Islander person—community, Country and Island Home.
13. An individual has a right to access, at any time the individual chooses, a person designated by the individual, or a person designated by an appropriate authority.



# Annexure C

## Aged Care Code of Conduct

When delivering funded aged care Services to individuals, registered providers, aged care workers and responsible persons of registered providers must:

- (a) act with respect for individuals' rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions; and
- (b) act in a way that treats individuals with dignity and respect, and values their diversity; and
- (c) act with respect for the privacy of individuals; and
- (d) deliver funded aged care Services in a safe and competent manner, with care and skill; and
- (e) act with integrity, honesty and transparency; and
- (f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of funded aged care Services; and
- (g) deliver funded aged care Services free from:
  - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
  - (ii) sexual misconduct; and
- (h) take all reasonable steps to prevent and respond to:
  - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
  - (ii) sexual misconduct

# Annexure D

## Service List

### Support at Home service list

This refers to the [Service List](#) provided by the Department, as updated from time to time. If you would like a copy of this, please contact us.

# Annexure E

## Access Approval

A copy of your Access Approval will be available via the HomeMade Platform once available to HomeMade. If you are a transitioning Home Care Package Customer, you will not have an Access Approval unless you are reassessed under Support at Home.

SAMPLE

# Annexure F

## Responsibilities

### Your Responsibilities and Our Registered Provider Responsibilities under Fully Managed

Topic	Your Responsibilities under Fully Managed	Our Registered Provider Responsibilities under Fully Managed
<b>Developing Care Plan</b>	<ol style="list-style-type: none"> <li>1. Give us complete and accurate information about:               <ol style="list-style-type: none"> <li>a) your needs, goals and preferences; and</li> <li>b) any other supports you have in place, such as carers, family members, local community or other services; and</li> <li>c) any other information necessary to enable the delivery of Services and preparation of your Care Plan.</li> </ol> </li> <li>2. Cooperate in the assessment of your needs.</li> <li>3. Cooperate in case conferences and multidisciplinary discussions or conferences.</li> <li>4. Actively consult with us in the development of your Care Plan.</li> <li>5. Participate in our discussion with other Service Providers and healthcare practitioners involved in your care and authorise the sharing of your information to facilitate this.</li> <li>6. Cooperate in providing a future state plan for when your needs change.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide you with information about HomeMade and onboarding with HomeMade.</li> <li>2. Assist you to access the HomeMade Platform and provide you with ongoing visibility of your account.</li> <li>3. Provide information reasonably necessary to assist you to choose the best possible care and Services.</li> <li>4. Provide support and education regarding third-party use including legislative and regulatory requirements.</li> <li>5. Identify risks relevant to your Support at Home Classification.</li> <li>6. Develop, in consultation with you, an initial Care Plan, to be provided to you before or on the Start Day.</li> <li>7. Respect your rights to have other people involved in discussions about your Care Plan.</li> <li>8. Provide you with a copy of your Care Plan and Budget via the HomeMade Customer Portal.</li> <li>9. Communicate with other Service Providers and healthcare practitioners involved in your care.</li> </ol>
<b>Developing your Budget</b>	Assist us to develop your Budget.	<ol style="list-style-type: none"> <li>1. Develop your Budget in consultation with you.</li> </ol>

Topic	Your Responsibilities under Fully Managed	Our Registered Provider Responsibilities under Fully Managed
		<ol style="list-style-type: none"> <li>2. Assist you to understand your Budget.</li> </ol>
<b>Ongoing assessment and planning and reviewing and updating your Care Plan</b>	<p>As above for developing your Care Plan, plus:</p> <ol style="list-style-type: none"> <li>1. Proactively inform us any time there is a change to your needs, goals, preferences, condition or lifestyle as relevant to your Support at Home Classification.</li> <li>2. Actively consult with us in reviewing and updating your Care Plan.</li> </ol>	<p>As above for developing your Care Plan, plus:</p> <ol style="list-style-type: none"> <li>1. Regularly assess your needs, goals and Preferences.</li> <li>2. Update your Care Plan at least once a year, when your circumstances change or at your request</li> </ol>
<b>Assessing and monitoring your capacity and capability to meet Your Responsibilities under Fully Managed</b>	<ol style="list-style-type: none"> <li>1. Proactively inform us any time there is a change in, or you have a concern about, your capacity or capability to meet Your Responsibilities.</li> <li>2. Participate in capacity building activities where there is an identified need, eg receiving assistance from us in relation to using the HomeMade Platform.</li> <li>3. Engage with our team to review and respond to recommendations made by Care Partners and the clinical team to ensure appropriate management of identified risks and response to any potential deterioration in your condition.</li> <li>4. Engage with us regarding any concerns we have about your capacity to meet Your Responsibilities and consider our recommendations, including any transition to a higher level of support.</li> </ol>	<ol style="list-style-type: none"> <li>1. Monitor your capacity and capability to engage in HomeMade's virtual Fully Managed product with reference to reasonably available information sources, including any information you provide and any observations made by us or your Service Providers.</li> <li>2. Where necessary, assess your capacity and capability to engage with HomeMade and receive services through our virtual Fully Managed product.</li> <li>3. Provide reasonable information and support to assist you to build capacity and capability in management of your Support at Home Classification.</li> <li>4. Assist you to review and respond to recommendations made by Care Partners and clinical teams.</li> <li>5. Facilitate your transition to a higher level of support such as residential care or an in-person provider.</li> </ol>
<b>Engaging Service Providers</b>	<ol style="list-style-type: none"> <li>1. Agree to our Service Pricing List and terms with Service Providers as notified to you</li> <li>2. Provide us with a sufficient range of preferences to enable us to schedule Services (days and times) in accordance with your Care Plan and your Budget.</li> <li>3. Understand that we will make reasonable</li> </ol>	<ol style="list-style-type: none"> <li>1. Select and arrange Service Providers in accordance with your Care Plan and Budget.</li> <li>2. Make reasonable endeavours to engage Service Providers that align with your preferences.</li> <li>3. Enter into agreements with Service</li> </ol>

Topic	Your Responsibilities under Fully Managed	Our Registered Provider Responsibilities under Fully Managed
	<p>endeavours to accommodate your preferences but cannot guarantee they are all met.</p> <ol style="list-style-type: none"> <li>4. Ensure you only access Goods and Services organised through HomeMade's onboarded Service Provider network in accordance with your assessed and approved needs, Care Plan and your Budget, as well as the Support at Home Service List.</li> <li>5. Ensure you do not request any item that is excluded from the Support at Home Service List or under any government guidelines.</li> <li>6. In addition to the above, if you select your own Service Provider, you must:               <ol style="list-style-type: none"> <li>a. comply with the obligations in clause 10;</li> <li>b. obtain our approval first so that we can ensure the Good or Service aligns with your Care Plan, Budget and the Service List;</li> <li>c. refer the Service Provider to us to onboard, including assessing the Service Provider's compliance with the Compliance Requirements; and</li> <li>d. enter into a suitable agreement between you and the Service Provider.</li> </ol> </li> </ol>	<p>Providers on your behalf.</p> <ol style="list-style-type: none"> <li>4. Provide you with our Service Pricing List and information about terms that were negotiated with the Service Provider.</li> <li>5. Negotiate any amounts Service Providers charge during the course of engaging Services for you.</li> <li>6. Assist you to contact and communicate with Service Providers at your request.</li> <li>7. Satisfy ourselves that the Service Providers we engage for you meet the Compliance Requirements.</li> <li>8. Where you have requested HomeMade onboard a Service Provider for you, ensure the Service Provider supplies the information and documentation needed to meet the Compliance Requirements.</li> <li>9. Establish payment methods for Service Providers.</li> </ol>
<p><b>Using the HomeMade Platform</b></p>	<ol style="list-style-type: none"> <li>1. Ensure you have ongoing access to a suitable device to use the HomeMade Platform and receive email communications.</li> <li>2. Register to use the HomeMade Platform and comply with terms of use.</li> <li>3. Submit invoices for consumables for reimbursement.</li> <li>4. Notify us if you have any concerns about your capacity or capability to use the HomeMade Platform.</li> <li>5. Review clinical recommendations made</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide access to the HomeMade Platform for registered users, subject to this agreement and the terms of use.</li> <li>2. Provide reasonable information or guidance where needed to assist with building your capacity or capability to use the HomeMade Platform.</li> <li>3. Service Provider management through the HomeMade Platform, including:               <ol style="list-style-type: none"> <li>a) Monitor, review and approve invoices;</li> <li>b) onboard your requested Service Providers, provided the Service</li> </ol> </li> </ol>

Topic	Your Responsibilities under Fully Managed	Our Registered Provider Responsibilities under Fully Managed
	to you via the HomeMade Platform.	<p>Providers meet the Compliance requirements and give us the information and documentation required.</p> <ol style="list-style-type: none"> <li>4. Provide your Care Plan and Budget via the Platform and email when required</li> <li>5. Confirm that you have received any non-clinical referrals, support or Services organised at onboarding.</li> </ol>
<b>Managing Service Providers</b>	<ol style="list-style-type: none"> <li>1. Once engaged, manage the Services provided by the Service Provider to you, including:               <ol style="list-style-type: none"> <li>a) providing HomeMade with at least 2 business days notice to change or cancel scheduled Services; and</li> <li>b) acknowledging that Late Cancellations or No Shows may lead to you being charged the Pricing, Contribution and Fees as relevant.</li> </ol> </li> <li>2. Notify HomeMade of any concerns in relation to the quality or suitability of Service for your needs.</li> <li>3. Ensure you do not engage Services outside of your Care Plan and Budget.</li> </ol>	<ol style="list-style-type: none"> <li>1. Engage Service Providers to provide Services that are consistent with your Care Plan and within the limits of your Budget and your Funding.</li> <li>2. Receive, manage and respond to any reports of issues, concerns or complaints received regarding the Service Provider.</li> <li>3. With your assistance, review and monitor the performance of the Service Provider.</li> <li>4. With your assistance, terminate the Service Provider if unsuitable or no longer required.</li> <li>5. Manage disputes with a Service Provider with your input as appropriate.</li> <li>6. Negotiate Services with Service Providers in line with your Care Plan and Budget including hourly rates, weekend or after-hours rates, price increases, cancellation fees and charges imposed on late payments.</li> <li>7. Make reasonable endeavours where notice is provided to manage all cancellations and rebooking of Services directly with the Service Providers.</li> </ol>
<b>Monitoring spending, funds, Budgets and Service Provider</b>	<ol style="list-style-type: none"> <li>1. Pay your Contributions on time and in full.</li> <li>2. Do not engage Service Providers to provide Services that would exceed your Budget or available Funding.</li> <li>3. Pay a Personal Contribution for any Services you obtain that are outside of</li> </ol>	<ol style="list-style-type: none"> <li>1. Inform you of and collect your Contributions.</li> <li>2. Provide information to you about your Budget and available Funding.</li> <li>3. Inform you of any amount required to be</li> </ol>

Topic	Your Responsibilities under Fully Managed	Our Registered Provider Responsibilities under Fully Managed
<b>invoices</b>	<p>your Budget or available Funding.</p> <ol style="list-style-type: none"> <li>Assist HomeMade to manage disputes about Service Provider invoices.</li> <li>Proactively inform us any time you have any questions or concerns regarding your Budget of available Funding.</li> <li>Assist us to review and update your Budget.</li> <li>Agree to pay the Pricing in the Service Price List, as updated in accordance with this Agreement.</li> </ol>	<p>paid as a Personal Contribution.</p> <ol style="list-style-type: none"> <li>Issue a monthly financial information statement.</li> <li>Review, approve and pay Service Provider invoices.</li> <li>Provide assistance for subsidy claiming, including ensuring invoices are accurate and submitted on time.</li> <li>Manage disputes about Service Provider invoices.</li> <li>Review and update your Budget at least once per year, or more frequently where necessary.</li> <li>Request Service Providers clarify or reissue invoices where necessary.</li> <li>Collect Personal Contributions from you if you want to engage Services above the Funding available in the Support at Home Classification.</li> </ol>
<b>Managing incidents</b>	<ol style="list-style-type: none"> <li>Report incidents to us.</li> <li>Follow our reasonable directions to manage, prevent or respond to incidents.</li> </ol>	<ol style="list-style-type: none"> <li>Manage, prevent and respond to incidents in accordance with our Incident Management System – Policy and Process, SIRS Policy and Process and legal obligations.</li> </ol>
<b>Managing complaints</b>	<ol style="list-style-type: none"> <li>Report any concerns and complaints regarding your Services, or Service Providers to us.</li> <li>Assist us to manage and respond to complaints or disputes involving a Service Provider.</li> </ol>	<ol style="list-style-type: none"> <li>Manage and respond to complaints in accordance with our Feedback management – Policy and Process and legal obligations.</li> </ol>



# Annexure G

## Service Provider Requirements

### Compliance Requirements – All

Item	Additional detail / requirement / level
Identification check	100 point ID check
Police certificate / NDIS Worker Screening Check	Acceptable aged care police certificate not more than 3 years old or NDIS Worker Screening Check for all Aged Care Workers . Must meet the requirements of the Aged Care Act and Aged Care Worker Screening Guidelines.
Assessment of police certificate / NDIS Worker Screening Check	All police certificates are 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.
No banning order	There is no banning order against any worker providing Services. An NDIS Exclusion Decision or any suspension relating to the NDIS Clearance Decision must not be in force.
Workers compensation insurance	Workers compensation insurance as required under the legislation in the relevant State or Territory of Australia in which the Services are provided, to cover all Support at Home Workers engaged in providing the Services.
Public liability insurance	Public liability insurance for at least the sum of \$10,000,000 for any one occurrence, to be maintained at all times when Services are provided.
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 Services are provided.
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.
Motor vehicle insurance	Comprehensive motor vehicle insurance where any Travel is provided.
Driver's licence	Valid driver's licence for any Support at Home Worker providing any Travel.

## Compliance Requirements – As required

Item	Additional detail / requirement / level
<b>Certificate III in Individual Support (Ageing)</b>	Certificate III in Individual Support (Ageing) or equivalent qualification, or two-years' experience demonstrating competence in delivering Personal Care for any Support at Home Worker delivering Personal Care Services
<b>Assist Clients with Medication Skill Set</b>	Qualifications in accordance with HomeMade's Medication Management Policy
<b>AHPRA registration</b>	Current and appropriate AHPRA registration for any Support at Home Worker providing clinical Services

# Annexure H

## Service Price List

Service Category	Service	HomeMade Fully Managed			
		Weekday	Saturday	Sunday	Public Holiday
Everyday Living	Domestic Assistance (cleaning, laundry and shopping)	\$90.00	\$135.00	\$180.00	\$225.00
	Meal Preparation	\$90.00	\$135.00	\$180.00	\$225.00
	Home maintenance, home repairs and gardening	\$100.00	\$150.00	\$200.00	\$250.00
Independence Supports	Direct Transport	\$90.00	\$135.00	\$180.00	\$225.00
	Personal Care	\$95.00	\$143.00	\$190.00	\$238.00
	Respite, Social Support and Community Engagement	\$90.00	\$135.00	\$180.00	\$225.00
	Therapeutic services	\$170.00	\$255.00	\$340.00	\$425.00
Clinical Supports (Direct and Indirect)	Registered Nursing	\$180.00	\$270.00	\$360.00	\$450.00
	Enrolled Nursing	\$150.00	\$225.00	\$300.00	\$375.00
	Nursing Assistance	\$120.00	\$180.00	\$240.00	\$300.00
	Allied health assistant	\$115.00	\$173.00	\$230.00	\$288.00
	Physiotherapy	\$225.00	\$338.00	\$450.00	\$563.00
	Exercise physiology	\$225.00	\$338.00	\$450.00	\$563.00
	Podiatry	\$225.00	\$338.00	\$450.00	\$563.00
	Dietetics or nutrition	\$225.00	\$338.00	\$450.00	\$563.00
	Occupational therapy	\$225.00	\$338.00	\$450.00	\$563.00
	Speech pathology	\$225.00	\$338.00	\$450.00	\$563.00
	Psychology	\$255.00	\$383.00	\$510.00	\$638.00
	Music therapy	\$225.00	\$338.00	\$450.00	\$563.00

<b>Telehealth</b>	Provider Registered Nursing	\$180.00	-	-	-
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<b>Care Management</b>	Provider Care Management (Non-Clinical Nurse)	\$150.00	-	-	-
	Provider Care Management (Clinical Nurse)	\$180.00	-	-	-

<b>Home Modifications</b>	Home modifications	Cost of the approved home modification plus the registered provider fee (lower of 15% of the home modification cost or up to \$1500)			
<b>Assistive Technology</b>	Assistive technology	Cost of the approved assistive technology plus the registered provider fee (lower of 10% of the assistive technology item cost or up to \$500)			
<b>Nursing care consumables</b>	Nursing care consumables	Price as set by the nursing care consumables provider you choose to engage plus 10% registered provider loading fee			
<b>Independence Supports</b>	Indirect Transport (taxi or rideshare service vouchers)	Price as set by the indirect transport provider you choose to engage plus 10% registered provider loading fee			
<b>Everyday Living</b>	Pre-prepared meals	Price as set by the meal preparation provider you choose to engage plus 10% registered provider loading fee			

# Signing page



***Whilst not a legal requirement, we recommend signing this Agreement. However, your acceptance of this Agreement will be implied if you commence receiving our Services and engage third party Service Providers.***

**Signed** as an agreement.

Signed by the **Customer** or their authorised representative:

*Signature:*

*Full name:*

*Authorised representative authority\*:  
(If applicable)*

*Date signed:*

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

*Signature:*

*Full name:*

*Capacity / title:*

*Date signed:*