



# Support at Home: Template for service agreements

This template provides an example of a service agreement to assist Home Care Package providers establish or vary agreements in preparation for the commencement of the Support at Home program on 1 November 2025.

## Disclaimer

The provision of the draft template services agreement (**Template**) is not a substitute for legal advice. The Commonwealth of Australia as represented by the Department of Health, Disability and Ageing (**Department**) is not providing any legal advice to your organisation when making the Template available to your organisation.

Before any action or decision is taken by your organisation to use the Template, your organisation must obtain, and rely on, appropriate independent legal advice to understand the legal rights and obligations your organisation will have and whether the Template is suitable for use by your organisation.

Use of the Template is entirely at your own risk. The Template is provided to your organisation as a free resource and is general in nature. It does not take into account your particular circumstances or specific legal requirements. To the maximum extent permitted by law, the Department excludes all liability and accepts no responsibility for any damage or loss arising directly or indirectly from your organisation's use of the Template.

☐ **I have read and understood the content of the disclaimers. I have full authority to bind the organisation to the disclaimers and, by checking/ticking this box, the organisation agrees to be bound by them.**

## About this template

This resource provides an example template of a Support at Home service agreement. Providers can use this template to develop their own service agreements or establish the minimum requirements to complete a variation to a Home Care Agreement.

This template outlines the minimum requirements for service agreements under the Aged Care Act 2024. This resource also includes example text on contribution arrangements for transitioning HCP care recipients which can be included under the 'Prices for services and contribution arrangements' section of this template.

This template should be used in conjunction with the Support at Home: Guidance for providers on service agreements and the Support at Home: Checklist for service agreements.

### **Key:**

White shade = minimum requirement for a new Support at Home service agreement.

Blue shade = a minimum requirement for a variation to a Home Care Agreement.

## Support at Home service agreement

This service agreement has been developed and negotiated in partnership with yourself and, if requested, your supporter, family member, carer, advocate or other significant person. We will help you to understand the terms of this service agreement and ensure it is written in plain language that is readily understandable.

<b>Your details</b>			
Name			
Address			
Phone			
Email			
Date of birth			
<b>Your classification funding</b>			
Note: For ongoing classifications, 10% will be deducted from your classification budget as the quarterly budget for care management.			
Classification level	Classification 5: ~\$40,000		
Quarterly budget	~\$10,000		
Access approval	Attached		
<b>Services to be delivered</b>			
<b>Service group – home support</b>	<b>Service type</b>	<b>Service</b>	
	Nursing care	Registered nurse	
	Personal care (third party provider)	Assistance with self-care and activities of daily living	
	Allied health and other therapeutic services	Physiotherapy	
	Care management	Home support care management	
We will also work with you to determine how, when and by whom the services are delivered to you. When you want to access further services, we will... [provider to insert call to action].			
<b>Prices for services and contribution arrangements</b>			
Prices	Registered nursing	\$XX.XX	<i>Please tick the box</i>
	Physiotherapy Note: this service will be delivered by an associated provider.	\$XX.XX	<input type="checkbox"/> I have read and agreed to the information captured under

Your details			
	Assistance with self-care and activities of daily living.	\$XX.XX Note: this price is higher than our advertised price of \$XX.XX due to [provider to insert reason].	'Services to be delivered' AND 'Prices for services and contribution arrangements'
	<b>Process for varying prices</b> If you need a service that is not included in the list above, or if we need to charge a different price to what is listed above, we will contact you via [insert contact method]. You will need to agree to the price before the service is delivered.		
	<b>Process for regular price increases</b> Our prices will increase every year on DD/MM/YYYY. Prices will be increased in line with the official Consumer Price Index issued on DD/MM/YYYY. This price increase is to support [provider to insert reasons for the price increase].		
Your contributions	Under the Aged Care Act 2024, the Government fully funds Clinical Support services however, participants are required to contribute to the cost of Independence and Everyday Living services. The exact contribution rate, if payable, is based on the results of an assessment of your income and assets by Services Australia.  Your contributions may change in accordance with the rules set by the Government including when your financial circumstances change. We will talk to you if there are any changes to your contribution. We encourage you to apply to have your contributions reviewed if your financial circumstances change. You can find information about contributions rates on the My Aged Care website: <a href="https://MyAgedCare.gov.au">https://MyAgedCare.gov.au</a> . You can withdraw from this agreement anytime within 14 days of signing the agreement, so long as you have not received services from us.  <i>[Provider to attach Government contributions framework – noting this information is required as part of section 155 individualised budgets].</i>  <b>By signing this agreement, you agree to pay any applicable contributions for funded aged care services we deliver to you.</b>		<i>Please tick the box</i>
			<input type="checkbox"/> I have read and agreed to the information captured under 'What you must pay - Your contributions'  <input type="checkbox"/> I have read and <b>do not agree</b> to the information captured under 'What you must pay - Your contributions'
Our details			
Registered provider			
Address			
Phone			

<b>Your details</b>	
Email	
<b>When services will start and end</b>	
Start date	
End date (if applicable)	
<b>Reviewing your service agreement</b>	
<p>We will review this agreement on or before DD/MM/YYYY [Date must be not more than 12 months from the date of this agreement] or upon your request.</p> <p>When reviewing your agreement, we will ensure you have the opportunity to participate in the review. We will give consideration to whether any updates need to be made to this agreement and if necessary we will vary the service agreement.</p>	
<b>Varying your service agreement</b>	
<p>When a variation is needed to this agreement, we will consult with you about the variation and only vary the agreement with your written consent. Any variations will need to comply with the <i>Aged Care Act 2024</i> and <i>A New Tax System (Goods and Services Tax) Act 1999</i>.</p> <p>We need to ensure that service agreements are compliant with the <i>A New Tax System (Goods and Services Tax) Act 1999</i>. This means that we may need to vary the agreement to comply. When this occurs we will provide you with reasonable notice in writing.</p>	
<b>Termination of this service agreement</b>	
<p>You can terminate this agreement if:</p> <ul style="list-style-type: none"> <li>You notify us in writing that you no longer wish to receive our services, or</li> <li>You notify us in writing that you are moving to a location where we do not deliver services.</li> </ul> <p>If you wish to stop receiving services you must contact us in writing via (detail process).</p> <p>We can only terminate this agreement if:</p> <ul style="list-style-type: none"> <li>You can no longer be cared for in the home or community with the resources available to us, or</li> <li>Your condition changes to the extent that you no longer need our services or an approved needs assessor assesses your needs are more appropriately met through other types of funded aged care services, or</li> <li>You have intentionally caused serious injury to a member of staff or have intentionally infringed the ability of a member of staff to work in a safe environment, or</li> <li>You have not paid any fee or contribution to us, for a reason within your control, and have not negotiated an alternative arrangement for payment of the fee or contribution</li> <li>And we have given you written notice of our intention to cease delivery.</li> </ul>	
<b>Cooling off period</b>	
<p>There is a cooling off period where you may withdraw from this agreement. You can withdraw from this agreement anytime within 14 days of signing the agreement, so long as you have not received services from us.</p>	

<b>Your details</b>		
Where this occurs, the service agreement will have no effect and we will refund any amount paid to us under the agreement.		
<b>Persons we can contact in relation to your service agreement (your supporter)</b>		
Contact person / registered supporter / guardian	Name	
	Address	
	Phone	
	Email	
	Relationship	
	Authority <ul style="list-style-type: none"> <li>• Date authority has been enacted</li> <li>• What matters they can be contacted for</li> </ul>	

## Signing page

If you would like to receive services, you agree to the best of your knowledge that the above information is accurate and agree to the conditions in this document.

You may wish to obtain independent legal or financial advice before signing. You can also seek assistance from your supporter or a translation service.

For new participants:

Date service agreement will commence:

Date first service will be delivered:

For transitioning participants:

Date service agreement will commence:

Date first service will be delivered:

**INSERT EXECUTION BLOCK** here for the aged care provider

**INSERT EXECUTION BLOCK** here for the participant. If signed by an authorised representative, please specify their name and authority to enter into this agreement on behalf of the participant (e.g., power of attorney/guardian or your authorised guardian), and the date the authority has been enacted.



## Suggested text on contributions for transitioning participants

Providers may wish to include the following text on contribution arrangements for transitioning participants under the section ‘Prices for services and contribution arrangements’ of their service agreements.

### **For participants receiving or approved to receive a Home Care Package on or before 12 September 2024 and not liable to pay an income-tested care fee:**

- You will pay no contributions for any service on the Support at Home service list, even if you change services or classification.

### **For participants receiving or approved to receive a Home Care Package on or before 12 September 2024 and liable to pay an income-tested care fee:**

- You will pay a 0% contribution for Clinical Supports service types.
- You will move from a daily fee to a contribution that is based on the cost of services you use.
- You will only pay for services that you use. If you don't receive any services you won't pay anything.
- There will be a cap on your total contribution amounts equivalent to your income-tested care fee amount.
- Based on your current care plan, it is estimated that you will pay \$XX.XX per month for Independence and \$XX.XX per month for Everyday Living services. These amounts may be updated when Services Australia provides an individual assessment of your contribution rates.
- If you have a pension or income support payment, or a Commonwealth Seniors Health Card, Services Australia will use information it holds on your income to assess your contribution rate.
- If you are a self-funded retiree, Services Australia will ask you to provide information about your income. If you don't, you will be asked to pay the highest contribution rate of 25%.

### **For participants approved to receive a Home Care Package after 12 September 2024, who are full pensioners:**

- You will pay a 0% contribution for Clinical Supports service types.
- You will pay a 5% contribution for Independence service types.
- You will pay a 17.5% contribution for Everyday Living service types.
- You will only pay for services that you use. If you don't receive any services you won't pay anything.
- Based on your current care plan, it is estimated that you will pay \$XX.XX per month for Independence and \$XX.XX per month for Everyday Living services.

**For participants approved to receive a Home Care Package after 12 September 2024, who are part pensioners:**

- You will pay a 0% contribution for Clinical Supports service types.
- If you pay an income tested care fee, you will move from a daily fee to a contribution that is based on the cost of services you use.
- You will only pay for services that you use. If you don't receive any services you won't pay anything.
- Based on your current care plan, it is estimated that you will pay \$XX.XX per month for Independence and \$XX.XX per month for Everyday Living services. These amounts may be updated when Services Australia provides an individual assessment of your contribution rates.
- Services Australia will use information about your income and assets that it holds to assess your individual contribution rates. You won't need to do anything.

**For participants approved to receive a Home Care Package after 12 September 2024, who are Commonwealth Seniors Health Card holders:**

- You will pay a 0% contribution for Clinical Supports service types.
- If you pay an income tested care fee, you will move from a daily fee to a contribution that is based on the cost of services you use.
- You will only pay for services that you use. If you don't receive any services you won't pay anything.
- Based on your current care plan, it is estimated that you will pay \$XX.XX per month for Independence and \$XX.XX per month for Everyday Living services. These amounts may be updated when Services Australia provides an individual assessment of your contribution rates.
- Services Australia will use information about your income that it holds to assess your individual contribution rates. You will also need to provide information on your assets to Services Australia.

**For participants approved to receive a Home Care Package after 12 September 2024, who are self-funded retirees:**

- You will pay a 0% contribution for Clinical Supports service types.
- If you pay an income tested care fee, you will move from a daily fee to a contribution that is based on the cost of services you use.
- You will only pay for services that you use. If you don't receive any services you won't pay anything.
- Based on your current care plan, it is estimated that you will pay \$XX.XX per month for Independence and \$XX.XX per month for Everyday Living services. These amounts may be updated when Services Australia provides an individual assessment of your contribution rates.
- Services Australia will ask you to provide information about your income and assets. If you don't, you will be asked to pay the highest contribution rate of 50% for Independence and 80% for Everyday Living services.