

Commonwealth Home Support Program Service Agreement

[this disclaimer to be retained by provider]

Disclaimer

The provision of the Service Agreement template (**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.

[insert provider details/logo]

Key:

Green shade – information to be completed by the provider/client

Commonwealth Home Support Program Service Agreement

This Service Agreement has been developed and negotiated in partnership with you and/or your appointed decision maker. If requested by you, your registered supporter, family member, carer, advocate or other significant person may have also been involved. We will help you to understand all terms of this Service Agreement.

Your details		
Name		
Address		
Phone		
Email		
Date of birth		
Your classification		
Classification level		
Access approval		
CHSP services to be delivered		
CHSP	CHSP service type	CHSP service
<p>We will also work with you to determine how, when and by whom the services are delivered to you.</p> <p>Services to be provided by an associated provider: <i>(insert details of name of provider and service if applicable)</i></p> <p>When you want to access further services, we will assist you to request a support plan review or re-assessment of your care needs.</p>		
What you are expected to pay		
Service	CHSP client contribution (what you pay)	

For the service of:

We will charge a higher price of \$XXX.XX for this service due to (provide reason for higher price ie distance travelled and time). This is an increase of \$XX.XX from our advertised price.

Services not included in this agreement

We will discuss with you if you want to have new services delivered and what the client contribution you will be expected to pay.

We will also tell you how to request a support plan review and assessment with an aged care assessor to access these new services.

Process for client contribution increases

Any increase in the client contribution is outlined in the client contribution policy.

We will discuss with you and seek your agreement to any changes to your client contribution. This is outlined in the client contribution policy (see link or attached).

Your CHSP client contributions

A registered provider delivering CHSP services to you may charge a client contribution towards the delivery of your services.

The amount must be agreed in writing between you and the provider. You will not be denied CHSP services because you are unable to pay. Our financial hardship policy explains how you can apply for a waiver or reduction of the CHSP contribution fee due to financial hardship. Our financial hardship policy is available at (add URL) or a copy can be provided on request.

There is no formal means testing for CHSP client contributions.

We have a documented and publicly available client contribution policy, which outlines what your client contribution fees are and how they are determined. We will make this available to you before you sign this Service Agreement and your services are delivered.

By signing this agreement, you agree to pay any applicable fees or client contributions for CHSP services we deliver to you.

☐ I have read and agreed to the information under 'What you are expected to pay' (please tick the box)

Our details

Registered provider	
Provider ABN	
Address	
Phone	
Email	

When services will start and end		
CHSP Service	Start date	End date (if applicable)

Reviewing your Service Agreement

We will review this agreement on or before **XX/XX/XXXX** or upon your request.

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.

Varying your Service Agreement

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.

Termination of this Service Agreement

You can terminate this agreement if:

- You notify us in writing that you no longer wish to receive our services, or
- You notify us in writing that you are moving to a location where we do not deliver services.

If you wish to stop receiving services, you must contact us in writing via (detail process).

We can only terminate this agreement if:

- You can no longer be cared for in the home or community with the resources available to us, or
- Your condition changes to an extent that you no longer need our services or an approved needs assessor assesses your needs as being more appropriately met through other types of funded aged care services, or
- 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
- 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
- And we have given you written notice of our intention to cease delivery.

Cooling off period

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.

Where this occurs, the Service Agreement will have no effect, and we will refund any amount paid to us under the agreement.

Your registered supporter/s (if you have any)	
Name	
Address	
Phone	
Email	
Notes	
Person/s we can contact in relation to your Service Agreement (optional)	
Name	
Address	
Phone	
Email	
Relationship	
Notes	

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 people you trust to support you, such as your registered supporter, other significant people in your life or an independent aged care advocate. You can also ask for other supports to help you understand this agreement, such as access to a translation service.

By signing this agreement, this signing date is determined to be your agreement commencement date.

Date Service Agreement will commence: (INSERT DATE)

INSERT EXECUTION BLOCK *here for the aged care provider*

INSERT EXECUTION BLOCK *here for the client. If signed by an active, appointed decision maker, please specify their name and authority to enter into this agreement on behalf of the client (e.g., enduring power of attorney or guardian).*