



Australian Government

Department of Health, Disability and Ageing



Commonwealth Home Support Program (CHSP)

Service Agreement User Guide

This user guide is intended to assist providers to complete the Service Agreement and how to support their CHSP clients to understand their rights when accessing funded aged care services.

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What is a Service Agreement?

As a condition of registration to deliver funded aged care services, CHSP providers must have a Service Agreement with each client as outlined in the *Aged Care Act 2024* (the Act) and the Aged Care Rules 2025 (the Rules). This is to support clarity of services, charges and other obligations of CHSP providers and ensure that the rights of CHSP clients are upheld.

Refer to the Rules Subdivision C – Requirements for Service Agreements, s148 60-70).

The new requirements reflect matters such as new service list names, and specify review dates and variation arrangements, a cooling off period and circumstances where services can be ceased.

CHSP clients may receive their services through more than one provider. This means they will need to have a Service Agreement with each provider to reflect the services being delivered.

About the Service Agreement template

The Department of Health, Disability and Ageing has developed a template for providers. The Service Agreement template brings together existing CHSP program requirements with new and additional requirements under the Act.

The Service Agreement template contains the matters CHSP providers are required to discuss with clients prior to the provision of services. A user guide provides further information. These requirements have been updated to match the language of the Act.

This resource is general in nature and has been developed according to requirements outlined in the Act and associated legislation.

*Refer to the **Disclaimer** section of the Service Agreement template for more information on its intended use.*

When to use the Service Agreement from 1 November 2025

When to use the Service Agreement from 1 November 2025

The Service Agreement between CHSP providers and clients brings together important requirements of the current CHSP and the new Act requirements in one place.

Existing CHSP clients

Key elements of Service Agreement requirements should already exist in CHSP providers' current arrangements with clients, as set out in the current CHSP funding agreement, the CHSP Manual and in Quality Standard 2 – Ongoing assessment as well as through planning with clients.

It is expected that providers will have existing arrangements in place that document the following key elements of their service delivery with their clients:

- details of the client including their My Aged Care number
- details of the provider, for example provider name and contact person details
- agreed services to be delivered – with a start date for each (and end date for non-ongoing services)
- the agreed amount of client contribution for each service type to be delivered
- details of service review dates in line with the requirement that a formal review of services must occur at least once every 12 months

From 1 November 2025, clients cannot be charged a client contribution without arrangements that include the key elements listed above.

From 1 November 2025, there will be new additional requirements which reflect new service list names, specify review dates and variation arrangements, and circumstances where services can be ceased and include:

- Access approval (Notice of Decision)
- Classification level (CHSP)
- New CHSP service list names
- Variations and termination arrangements
- Cooling off period
- Support persons to assist with Service Agreements.

By the next date of formal service review (that must occur at least once every 12 months), providers will be expected to have a single consolidated Service Agreement that documents existing and new elements. Providers can use the Service Agreement template provided by the department.

For existing clients CHSP providers will need to:

- prior to 1 November 2025, review existing arrangements with clients to ensure the key elements are in place
- ensure that fully compliant Service Agreements are established at the point of formal review of services (that must occur at least once every 12 months)
- establish fully compliant Service Agreements for new clients from 1 November 2025.

New CHSP clients

All new clients from 1 November 2025 will need to have a Service Agreement that includes both current key elements and the new Act requirements in place prior to service delivery. Providers can use the Service Agreement template provided by the department.

Entering into a Service Agreement

Both the CHSP client and the provider must mutually enter into a Service Agreement and the client should be given a copy of the signed Service Agreement.

In the event that a client cannot sign the Service Agreement, providers should keep detailed records of the client's consent and agreement to the Service Agreement.

Proof may include:

- a copy of the Service Agreement document the provider offered to the client
- a file note of the discussion with the client about the basis of the Service Agreement (including the date the discussion took place).

How to complete the Service Agreement

The Service Agreement template has **8 sections** which reference the required information as outlined in the Rules.

The purpose of each section is explained below. An example scenario has been provided to show the process of establishing a Service Agreement between the registered provider and the client.

Any personal or organisation detail used in the example is for general informational purposes only.

Example scenario

John Citizen is a new CHSP client and has received his Notice of Decision letter with approvals for two ongoing CHSP services (Domestic assistance and Meals) and one short-term service (Equipment and products).

Care4care is John's local provider and has accepted his CHSP referrals in the My Aged Care portal. Care4care contacted John to discuss his referrals and assessed needs and talked through their available service options based on their current capacity.

As a registered provider, Care4care discusses their service obligations and fees with John and together they complete the Service Agreement. Care4care also provide a copy to Tiffany who is John's daughter and registered supporter.

CHSP Service Agreement template sections explained

Key:

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

Section 1: Your details

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Your details	
Name	John Citizen
Address	1 Nullarbor Way, Canberra ACT 2600
Phone	02 62100 001
Email	johncit@micro.com
Date of birth	14 September 1944

This records the individual client's information and should match the details in the provider's client database.

Section 2: Your classification

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Your classification

Classification level	Commonwealth Home Support Program
Access approval	Notice of Decision letter (to be attached when available)*

The classification level can be found in the Notice of Decision letter and will be CHSP. The Access approval can be found in the client's Notice of Decision letter and can be attached to the Service Agreement for reference.

*If the client is accessing urgent CHSP services through the alternative pathway (section 71-4 of the Act), they will not have a Notice of Decision letter prior to accessing the services. Where this is the case, providers should note this.

Section 3: CHSP services to be delivered

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CHSP services to be delivered

CHSP	CHSP service type	CHSP service
	Domestic assistance	General house cleaning
	Meals	Meal delivery
	Equipment and products	Domestic life products

We will also work with you to determine how, when and by whom the services are delivered to you.

Services to be provided by an associated provider:

- Domestic assistance – Super Cleaning services

When you want to access further services, we will assist you to request a support plan review or re-assessment of your care needs.

This section includes the details of the *CHSP service type* (ie Domestic assistance) and the *CHSP service* (ie General house cleaning). These services will be included in the client's support plan following the aged care assessment. In this example, the short-term Equipment and products service type is for Domestic life products which can include adapted cutlery, accessible cooking appliances or long-handled gardening tools.

Section 148-70 of the Rules require any services to be provided by an associated provider to be included in the Service Agreement. This would include the name of the provider and the services to be delivered.

Refer to the [CHSP 2025-27 service catalogue](#)

Section 4: Client contributions

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What you are expected to pay	
Service	CHSP client contribution (what you pay)
Domestic assistance	\$9.50
Meals	\$10.50
Equipment and products	
<p>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 client contribution.</p>	
<p>Services not included in this agreement We will discuss with you if you want to have new services delivered and 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.</p>	
<p>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).</p>	
Your CHSP client contributions	<p>A registered provider delivering CHSP services to you may charge a client contribution towards the delivery of your services.</p> <p>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.</p> <p>Our financial hardship policy is available at (www.care4care.com.au) or a copy can be provided on request.</p> <p>There is no formal means testing for CHSP client contributions.</p> <p>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.</p> <p>By signing this agreement, you agree to pay any applicable fees or client contributions for CHSP services we deliver to you.</p>

	<input type="checkbox"/> I have read and agreed to the information under 'What you are expected to pay' (Client - please tick the box)
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This section details the agreed client contribution between the registered provider and the client for each CHSP service that is being offered.

As part of this discussion, providers will need to provide a copy of the client contribution policy and explain how the fees are established and agreed with the client to meet their financial circumstances. Where necessary, providers should also discuss with the client their capacity to pay, in the context of the hardship provisions in their client contribution policy. Under section 286-20 Other requirements—financial hardship policy of the Rules, CHSP providers must have a financial hardship policy and this policy must be publicly available for their clients.

CHSP providers will also need to explain when there is a higher contribution for a particular service (i.e., transport services for long trips may incur a higher contribution fee due to time and distance travelled).

Where a client has a referral for the following services, they should be made aware of the Commonwealth contributions towards the cost of the services:

- Equipment and products – up to \$1,000 per client per year
- Home adjustments – up to \$15,000 per client per year.

If a client requests new services, they must have been approved to access these services. If they do not already have a referral for the service/s, they will need to undergo a Support Plan Review before any new services can be delivered.

Clients must agree to pay any applicable client contribution fees (referred to in Part 3 – Individual fees and contributions, Division 3 – Fees and contributions for specialist aged care programs – Chapter 4 (s 286) of the Aged Care Act 2024).

Refer to the [CHSP 2025-27 Manual](#) – [Appendix E National Guide to the Client Contribution Framework](#)

Note: CHSP providers need to make available your client contribution policy to the client and make it publicly available on your website.

As per the Act, providers will also need to discuss with the client how they can access other services not currently covered in this Service Agreement. This would include supporting them to have a Support Plan Review or re-assessment if their care needs change.

Clients will need to **tick the box** when they have read and agreed to the information in this section.

Section 5: Our details

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Our details

Registered provider	Care4care
Provider ABN	28456789012
Address	Shop A, 15 Logan Street, Canberra ACT 2600
Phone	1300 400 500
Email	hello@care4care.com.au

CHSP providers need to include their contact details in this section.

The *registered provider* information should reflect the organisation's ABN and the registered business name on the CHSP 2025-27 funding agreement.

The *address* should be a business address and not a postal address.

Section 6: When services will start and end

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When services will start and end

CHSP Service	Start date	End date (if applicable)
Domestic assistance	10 November 2025	ongoing
Meals	12 November 2025	ongoing
Equipment and products	10 November 2025	one-off provision of equipment (1 December 2025)

The *start date* and *end date (if applicable)* for each service the individual client expects to receive should be outlined in this section.

The dates should be aligned to the organisation's service capacity and agreed with the individual client beforehand.

The start dates can be different for each service being delivered, based on the client's assessed need and the availability of the service. Ongoing CHSP services do not need an end date, unless agreed with the client. Where short-term reablement services are recommended, the end date, as set out in the client's individual support plan, should be recorded. An end date would be applicable for short-term or one-off services such as Equipment and products (if known at the time of signing).

Section 7: Reviewing and varying your Service Agreement

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Reviewing your Service Agreement

We will review this agreement on or before 10 November 2026 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.

This section allows the provider to discuss with the client how and when the services will be reviewed, noting providers are expected to review services at least every 12 months.

When a CHSP client's needs change and a Support Plan Review with an aged care assessor results in the need for additional services, this may result in a variation of the Service Agreement for the additional services prior to service delivery. Additional services may include new services or additional hours of existing supports.

For people receiving time-limited reablement support, assessors include review dates on the person's Support Plan to review the person's progress towards their goals and desired outcomes, requirement for ongoing services, or whether to adjust the services required. The Service Agreement may need to be varied following a period of reablement.

Any variation to the information in the Service Agreement also needs to be explained. This can include a change to the services being delivered, including those which attract GST. This would need to be clearly explained to clients.

Any variations will need to comply with the *Aged Care Act 2024* and *A New Tax System (Goods and Services Tax) Act 1999* and ensure that Service Agreements are compliant with the *A New Tax System (Goods and Services Tax) Act 1999*.

This means that providers may need to vary the agreement to comply. If this occurs, providers will provide clients with reasonable notice in writing.

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 email at hello@care4care.com.au

or by mail at:
CHSP client services
Shop A, 15 Logan Street
Canberra ACT 2600

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.

Termination of the Service Agreement

There are several conditions outlined where the Service Agreement can be terminated. The agreement can be terminated by the client or the provider.

A client can terminate the Service Agreement if they notify the provider in writing they no longer wish to continue receiving services or they are moving to another location.

CHSP providers can terminate the agreement for the following reasons which must be explained to clients:

- The services being provided no longer meet the client's care needs and you may be cared for through other services and supports.
- The client has not paid their client contributions and no alternative arrangements have been discussed and agreed as per the client contribution policy.
- The client 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.

Any of these reasons for termination will be provided in writing to the client.

Cooling off period

The cooling off period allows a client up to 14 days to consider the provider's service offering and to withdraw, if applicable.

Section 8: Persons we can contact

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Your registered supporter/s (if you have any)	
Name	Tiffany Citizen
Address	15 New St, Canberra ACT 2600
Phone	02 6212 3456
Email	tiff@telstra.com.au
Notes	Daughter All matters about services

Person/s we can contact in relation to your Service Agreement (optional)	
Name	
Address	
Phone	
Email	
Relationship	
Notes	

The CHSP provider must include the contact person and ensure they understand the information contained in the Service Agreement. For the contact person, it is important to include information about their authority, including the date the authority was granted and what matters they can be contacted for. Listing these matters may differ depending on the authority they have been granted. The contact person may include the client's registered supporter(s) or someone else they have nominated, or their appointed decision maker.

The contact person may:

- act on the client's behalf to communicate with My Aged Care, assessors and providers
- assist with decisions about aged care assessments and service delivery.

The contact person may also have a power of attorney. For further information about the types of supporters, please go to [My Aged Care](#).

*Refer to **Section 27 of the Act***

Section 9: Signing page

The signing page includes the date the Service Agreement will commence and a signature from both the provider and client.

If the client's guardian, enduring power of attorney or guardian needs to sign, they will need to include their name and type of authority they hold for the client.

For more information

- About the [Commonwealth Home Support Program \(CHSP\) Reform](#)
- The [new regulatory model](#) for CHSP providers
- [Aged Care Rules 2025](#)
- [Aged Care Act 2024](#)

For CHSP clients

My Aged Care

CHSP clients can be directed to My Aged Care for further information on the CHSP and their referrals. My Aged Care can either be accessed [online](#) or through the contact centre on 1800 200 422 (free call) between 8:00am and 8:00pm weekdays and between 10:00am and 2:00pm on Saturdays.

Older Persons Advocacy Network (OPAN)

OPAN provides free advocacy services to support clients to access and interact with Commonwealth-funded aged care services. OPAN can be accessed [online](#) or contacted on 1800 700 600 between 8:00am and 8:00pm from Monday to Friday and between 10:00am to 4:00pm on Saturdays.