



Australian Government

Department of Health, Disability and Ageing



Multi-Purpose Service Program: Template for service agreements

This template provides an example of a service agreement to assist Multi-Purpose Service Program (MPSP) providers to establish service agreements with individuals accessing funded aged care services.

About this template

Under the *Aged Care Act 2024* (the Act) and the Aged Care Rules 2025, it is a condition of registration that a registered provider delivering services under the MPSP must have an agreement with each individual accessing funded aged care services (a service agreement). This agreement must comply with any applicable requirements prescribed by the Rules. This is outlined in paragraph 148(c) of the Act.

The MPSP Service Agreement template (the Template) below can be used by providers to enter new service agreements. It is not mandatory to use the template and providers may develop their own service agreements in accordance with the requirements of the legislation.

Providers are free to include contextual information in service agreements that goes above the minimum requirements in the Template. They are encouraged to do so where it will assist individuals to understand the funded aged care services you will deliver to them and how you will deliver them.

Important:

- This Template also includes a checklist of information registered providers are required to give to an individual accessing aged care services under section 155 of the Act, where that information should be provided before, or when, you start delivering services to an individual, or soon after. It does not cover all requirements on providers under this section. Note: This information may also be required to be given to a supporter of an individual (see section 29 of the Act).
- Where required under section 293 and/or paragraph 147(e) of the Act respectively, providers will also need to prepare an accommodation agreement and/or a care and services plan for a person to whom they are delivering services. This Template, as drafted does not cover these provider obligations. Providers should create these documents separately where required, or combine with this document where considered appropriate.
- If an older person seeks to access your service for the first time after 1 November 2025 and refuses to sign a service agreement, you are not required to provide services to them.
- If an older person starts accessing your service before 1 November 2025 and they refuse to sign this agreement, you cannot pause service provision without first complying with security of tenure requirements under section 149 of the Act.

Disclaimer

The template and the attached information sheet is not a substitute for legal advice. The Commonwealth of Australia as represented by the Department of Health, Disability and Ageing (the 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 this Template, your organisation should 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.

Multi-Purpose Service Program 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.

Your details		
Name		
Address		
Phone		
Email		
Date of birth		
Our details		
Registered provider		
Approved residential care home at, or through, which services will be delivered		
Address		
Phone		
Email		
Empowering you to be involved in decisions about your care		
The steps your registered provider agrees to take to involve you, and if you request it, your supporter, a family member or carer, in the decisions about how, when and by whom funded aged care services are delivered to you: [Please outline agreed steps].		
Services to be delivered (circle relevant categories)		
Access Approval	Date access approval received: xx/xx/202x ☐ copy of access approval attached	<i>Please tick the box</i> ☐ I have provided a copy of my access approval to my provider
Residential care	☐ Residential care - ongoing (i.e. permanent) ☐ Residential care - short term (i.e. respite care)	<i>Please tick the box</i> ☐ I have read and agreed to the information captured under 'Services to be delivered'
Services in the home or community	☐ Home support ongoing	
	☐ Home support – short term (Restorative Care)	
	☐ Home support – short term (Palliative Care)	
	☐ Assistive technology	
	☐ Home modifications	
Please provide below, or attach a separate document, outlining details of service types and/or services to be delivered in the home or community noting these must be consistent with the access approval of the individual. [insert details of services/service types or indicate attachment provided]		

When services will start and end		
Start date		
End date (if applicable)		
What you must pay – specialist aged care program fees (insert any fees where applicable)		
Prices	☐ no fees charged OR Residential care Residential respite care \$ xx Home support/assistive technology or home modifications \$ xx	<i>Please tick the box if fees are charged</i> ☐ I have read and agreed to the information captured under 'What you must pay - Prices'
What you must pay – accommodation (insert any fees where applicable)		
Prices	☐ no fees charged OR ☐ accommodation fees are specified in a separate accommodation agreement	<i>If no fees are charged</i> ☐ I understand that the provider has elected not to charge fees me currently, and that this can change with the appropriate notice given in writing. <i>If accommodation fees are included in an accommodation agreement</i> ☐ I understand that I will need to contribute to the cost of my accommodation and that this will be outlined in my accommodation agreement. ☐ I understand that what I contribute to the cost of my accommodation may change if my circumstances change.
Process for regular price increases		
Our specialist aged care program fees may increase every year in line with changes to the basic aged care pension. Where you are required to contribute to the cost of your accommodation, the way in which we will manage any increases to those costs will be outlined in your accommodation agreement.		
By signing this agreement, you agree to pay the above contributions for funded aged care services we deliver to you.		
Cooling off period		
There is a cooling off period where you may withdraw from this agreement by notifying us verbally or in writing. If you are entering this agreement to receive funded aged care services other than ongoing residential care, you can withdraw from this agreement anytime within 14 days of signing, as long as we have not commenced delivering services to you. Where this occurs, the service agreement will have no effect and we will refund any amount paid to us under the agreement. If you are entering this agreement because you need ongoing residential care, you can withdraw from this agreement within 28 days after the date of signing this agreement. Where this occurs, the service agreement will have no effect and we will refund any amount paid to us under the agreement.		

Reviewing your service agreement
We will review this agreement on or before [enter date] [must be not more than 12 months from date of agreement] or upon your request. When doing so, we will ensure you have the opportunity to participate in the review. We will give consideration to whether any updates need to be made and if necessary, we will vary the service agreement to ensure it is consistent with the <i>A New Tax System (Goods and Services Tax) Act 1999</i>.
Varying your service agreement
You can approach us to vary the agreement at any time. There may also be times when we request a variation. We will only vary the agreement if we both agree. Any variations must comply with the <i>Aged Care Act 2024</i> and <i>A New Tax System (Goods and Services Tax) Act 1999</i>. We may also vary this agreement where this is necessary so that it complies with the <i>A New Tax System (Goods and Services Tax) Act 1999</i>. When this occurs we will provide you with reasonable notice in writing.
When can we ask you to leave the residential care home if you are a resident with us?
We can only ask you to leave the home and terminate this service agreement if: • the residential care home is closing or, • we can no longer provide you with the services that are suitable for your needs as reflected in your aged care needs assessment or • where you are accessing care services under a specialist dementia care agreement and it is determined by a clinical advisory committee or at least 2 other independent medical or health practitioners that it is not suitable for you to continue accessing those services or, • you no longer need the services at your MPS, as assessed by an approved needs assessor or, • you have not paid any agreed fees within 42 days after the day when it is payable, for a reason within your control or, • you have intentionally caused serious damage to the residential care home, or serious injury to a member of staff or to another resident, or • you are away from the home for a period of at least 7 days other than where leave has been agreed. If we do ask you to leave, we will ensure suitable accommodation is available for you with an alternative registered provider that meets your needs and you can afford. We will also provide you with at least 14 days notice of our decision to ask you to leave. This will include the reasons for our decision, explain your rights and include a copy of a continuity of care plan. (provider to ensure that the person agreeing understands these terms, and include any complaint/review processes for this decision)
When can we stop delivering services to you in your home or in the community ?
You can terminate this agreement if you notify us in writing (provider to include detail of process) that you: • no longer wish to access services that we deliver, or • are moving to a location where we do not deliver services. We can only stop delivering services to you and terminate this agreement if: • you can no longer be cared for 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 are 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 of the fees specified above to us within 42 days after the day when it is payable, for a reason within your control and have not negotiated an alternative arrangement for payment of the fee(s),

We must provide you with written notice of our intention to cease delivery at least **14 days/28 days** (provider to update based on what services are being accessed) before the date the delivery of services is to cease.

People we can contact in relation to your service agreement

Contact person/registered supporter/guardian 1	Name	
	Address	
	Phone	
	Email	
	Relationship	
	Authority: Date authority has been enacted [enter date] What matters they can be contacted for [enter information]	
Contact person/registered supporter/guardian 2 where applicable	Name	
	Address	
	Phone	
	Email	
	Relationship	
	Authority: Date authority has been enacted [enter date] What matters they can be contacted for [enter information]	

Further information and support

You can ask for assistance from a registered supporter or an unregistered friend or family member. In addition, you can seek legal and financial advice, or seek the services of the Older Persons Advocacy Network on 1800 700 600 or by visiting www.opan.org.au.

Important information you need to understand about your care

I have been provided a copy of key documents that relate to my care and I understand what my rights are.	<i>Please tick the box</i> ☐ a copy of the Statement of Rights and information about my rights ☐ a copy of the Code of Conduct ☐ information about how I can make a complaint or provide feedback ☐ information about how my personal information will be protected ☐ information to assist me to choose the services that best meet my assessed needs and preferences within the limits of the resources available ☐ information about any 'policies or protocols' that are relevant to the individual [delete if not applicable] ☐ information about the financial hardship policy ☐ information about the process of developing a care and services plan ☐ information about how my refundable deposits will be managed and used [delete if not applicable]
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This agreement has been developed in partnership with me, and I understand all parts of the agreement

Please tick the box

☐ I agree that this service agreement has been developed following discussion and in partnership. I have had opportunity to ask questions, and I understand what I am agreeing to.

Signing section

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:

- a supporter, family member, carer, advocate, or other significant person, and/or
- a translation service if needed.

For new participants:

Date service agreement will commence: [enter date]

Date first service will be delivered: [enter date]

Cessation date: [only if needed]

For transitioning participants:

Date service agreement will commence: [enter date]

Date first service will be delivered: [enter date]

Cessation date: [only if needed]

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.