

## Commonwealth Home Support Program

### Terms and Conditions

#### 1 References to you and us

When we say we and us it means the Registered Provider named in the Agreement Details.

When we say you, it means the person named in the Agreement Details who gets Support Services from us (or other notified or agreed suppliers) and your authorised representatives (if applicable). If you have authorised representatives, you must let us know what they are authorised to do and tell us if they change (or they must do so on your behalf).

#### 2 Your service agreement

Support Services will be provided to you in accordance with your service agreement, being this Agreement. This Agreement is made up of:

- the Agreement Details – this sets out important details about you, the Support Services to be provided and amounts you must pay;
- the signing page – this is where you and we need to sign to acknowledge that you will receive Support Services in accordance with this Agreement;
- the terms and conditions – these set out key legal rights and obligations;
- Schedule 1 (CHSP Service Delivery Principles) – these are the Government's CHSP service delivery principles we must implement (unless they change under the Aged Care Act);
- Schedule 2 (Use of Government Data Exchange) – this sets out additional information about the sharing of personal information with Government and the use of the Government's data exchange;
- Schedule 3 (Definitions) – this contains a glossary of defined terms used in this Agreement. Defined terms are words with capital letters;
- Schedule 4 (Access Approval) – this is a copy of your Access Approval;
- any annexures to this Agreement; and
- any agreed changes.

#### 3 Commonwealth Home Support Program

The Government will assess what Support Services you require and design a Support Plan based on that assessment to achieve your goals.

We then work with you to develop a Care Plan, taking into account:

- your Support Plan and any conditions specified by Government;
- your choices, life goals and strengths;
- your service delivery preferences and cultural preferences; and

- your assessed needs, capacity and unique circumstances, taking into account any changes to them.

You or we can ask the Government to review your Support Plan, to allow you to access other services. This includes when:

- your goals or circumstances change; or
- you need additional services beyond what your Support Plan allows.

You consent to us doing this and must provide us with any information we reasonably require about your Support Plan (including any changes to it).

If you aren't eligible to access funded Support Services under CHSP, and we agree to keep providing Support Services under this Agreement, you will be required to self-fund the cost of those Support Services.

You will also need to self-fund the cost of any services:

- you arrange without consulting with us; or
- which aren't covered by your Care Plan.

We aren't obliged to reimburse you if you are required to pay these costs.

#### **4 Scope of Support Services we can provide**

The Support Services we can provide under CHSP depend on:

- what your Support Plan allows; and
- what services we are registered to provide.

You can also choose to self-fund Support Services (meaning you must pay for them outside of any funding the Government provides).

The Support Services you are to receive will be set out in your Care Plan.

Some Services may not be able to be included in your Care Plan if:

- they aren't covered by your Support Plan; or
- the Government does not allow them.

We can refuse to provide a Support Service if:

- we think the Support Service is unsafe or not something we commonly provide;
- the Support Service is not allowed under CHSP;
- the Support Service or the people required to provide it aren't available or they are unsuitable; or
- we think the cost of the Support Service exceeds or is likely to exceed your ability to pay for it.

#### **5 Care Plan review**

We will:

- review Care Plan:
  - when your needs, goals, expectations and preferences change; and
  - at least once every 12 months after the Start Day; and

- let you know who your allocated contact person is in relation to your Care Plan.

You can also request a review of your Care Plan, with a view to ensuring that you can set individual goals and receive Support Services most appropriate to your assessed care needs and resources.

We will:

- implement any requested changes to your Care Plan as soon as practicable (so long as any changes align with your Support Plan); and
- provide you with a copy of your current Care Plan.

## **6 Who to contact about your Care Plan**

You will be allocated a Care Partner. Your Care Partner will work with you to:

- develop and review your Care Plan; and
- implement your Care Plan.

You should contact your Care Partner if you have questions about:

- your Care Plan or the Support Services you receive
- the funding available under CHSP; and
- what you must pay or contribute.

## **7 Service Period**

Services will be provided for the agreed Service Period.

You can end this Agreement whenever you wish, as set out below.

## **8 Receiving Support Services**

Your Care Plan will set out the days and times Support Services are to be provided.

You must be at your Home at the scheduled times, unless we agree to provide Support Services when you are absent.

If you are absent, you may still need to pay a Client Contribution for the missed Support Service unless we agree not to charge you or we are not permitted to charge you.

You must:

- help us to ensure Support Services meet your goals and needs;
- tell us if you have any concerns about receiving Support Services;
- tell us about things that may impact on your ability to pay us; and
- tell us about things that may impact on us providing Support Services.

For example, you must tell us if you have an injury that may impact on how Support Services are provided.

If you have any concerns about how Support Services are being provided we will work with you to understand and address those concerns.

You must also:

- provide a safe environment for staff;
- allow staff to provide Support Services in the time allowed;

- provide staff with any supplies or information they need; and
- not ask staff to perform additional tasks or any dangerous manual tasks.

## **9 Suspending or re-scheduling Support Services**

You must tell us if:

- you want to change or stop the Support Services you receive;
- you want to have a temporary break from receiving Support Services; or
- you are admitted to hospital or respite care.

Taking a break may impact the amount of funding that can be accessed under CHSP. We may continue to charge for Support Services we provide during these periods, unless this isn't permitted under the Aged Care Act or Government guidelines for CHSP.

You must tell us if you don't want Support Services on a particular day. To do this you must provide us with at least two business days' notice so we can plan accordingly. We may still charge a Client Contribution (or part of it), if we don't receive enough notice to cancel Support Services. Further information about this is set out in our cancellation policy.

We may need to reschedule Support Services, for example because people are unable to attend to assist you. If this happens, we will work with you to reschedule Support Services to an acceptable day and time.

We can require you to have a break from Support Services if:

- you do not meet your obligations under this Agreement;
- you create an unsafe environment for staff to work in;
- you abuse staff;
- you don't allow us to review your Care Plan;
- you have exceeded or may exceed any service limits or caps set by Government;
- we cannot provide Support Services because of events beyond our control and we meet our obligations under the Aged Care Act; or
- the law allows us to.

If we require you to have a break from Support Services we will let you know:

- the reasons for our decision;
- any action we intend to take; and
- any action you may need to take.

If you have a break from Support Services you must continue making your Client Contribution, unless this isn't permitted under the Aged Care Act.

## **10 Who provides the Support Services**

We will provide the Support Services.

The people who provide Support Services may change. Some Support Services may be provided by Associated Providers we select. If our Associated Providers provide

Support Services, we must ensure those Support Services meet the requirements of this Agreement.

We can stop you using a supplier if they don't meet our requirements. If this happens, we will:

- let you know how this impacts you; and
- work with you to identify other options.

## **11 Service planning**

You can:

- be involved in decisions concerning the Support Services you receive, including the development of your Care Plan; and
- let us know if you would like us to make changes to the way Support Services are delivered to you, including how, when and by who Support Services are provided.

If you ask to make changes, we will:

- let you know if we can provide Support Services at a different time and/or in a different manner based on the nature of the Support Services, your needs and available staff;
- work with you to identify how we may be able to change the way in which Support Services are delivered; and
- do this by involving you in the regular reviews we undertake and responding to any requests you make.

## **12 Possibility that your Home may be damaged**

We will take reasonable steps to ensure staff don't damage your Home when providing Support Services. However, you accept that some damage may occur, including because of:

- the existing state and condition of your Home, including pre-existing damage, which may mean your Home is more likely to be further damaged;
- any specific consumables that are used; and
- any specific Support Services you request or directions you give for the way in which Support Services are to be provided.

You must promptly let us know if you believe we have damaged your Home or things in your Home and allow us to verify the extent or nature of that damage.

## **13 Service standards**

On providing Support Services we:

- will implement the Government's CHSP service delivery principles;
- must ensure staff or volunteers have required qualifications and worker screening clearances under the Government's CHSP guidelines; and
- must take reasonable steps to ensure:
  - staff comply with the code of conduct under the Aged Care Act; and

- we act compatibly with the Statement of Rights under the Aged Care Act, taking into account the rights and freedoms of others.

#### **14 What you must pay**

We can only provide Support Services if:

- we receive available CHSP funding from Government; and
- you pay your required Client Contributions.

You must pay all required Client Contributions and any other applicable fees or contributions referred to in Division 3 of Part 3 of Chapter 4 of the Aged Care Act.

Your Client Contributions must be privately funded by you and cannot be funded using other Government funding such as from a support at home budget.

We will not charge you an individual Service Contribution if you have made an application for a Fee Waiver under sub-section 197-20(1) of the Aged Care Act and the System Governor has not determined the application.

If the System Governor determines that a Fee Waiver should not apply to you, we can collect (and you must pay) the unpaid individual Client Contribution for the period beginning on the day the application was made.

#### **15 Your Client Contributions**

Your Client Contributions are:

- set in accordance with applicable Government guidelines and our Client Contribution Policy; and
- will reflect the Support Services you receive under your Care Plan.

You must help us:

- determine or verify the Client Contributions you must make; and
- claim all available funding from Government.

We will let you know:

- what your required Client Contributions are;
- when your Client Contributions change; and
- when you must pay your Client Contributions.

Any applicable taxes will be added to the amounts you must pay.

#### **16 Changes to your Client Contributions**

Our prices or fees to provide Support Services might change including in the manner set out in this Agreement and/or our Client Fees Policy. If they do:

- we will provide you with a new prices or fees; and
- the new prices or fees will apply 14 days after we tell you of the change unless a different method for changing Client Contributions is set out in the Agreement, our Client Contribution Policy or required under applicable laws or Government guidelines for CHSP.

Your Client Contributions will also change in accordance with the rules set by the Government for CHSP, including:

- to reflect changes in Government funding, from the date the funding change takes effect;
- in accordance with the Aged Care Act, from the earliest date permitted; and
- if you ask us to review your Client Contributions and a change is agreed.

We may require you to start paying a Client Contribution or higher Client Contribution if you have paid or we have previously accepted less than the maximum amount we can require you to pay under applicable law.

A change will only be made if permitted under applicable laws and the government guidelines for CH

We will let you know if you need to pay more because you require additional care or support or if you receive services outside of CHSP.

Any delay in adjusting your Client Contributions doesn't prevent us from applying a change from the applicable date. If a change will result in the amounts we charge exceeding any caps or limitations under the Aged Care Act, an adjustment will be made up to the maximum amount permitted.

## **17 Invoices and timing of payments**

We will let you know when you must pay your Client Contributions.

Invoices for amounts you must pay:

- will be sent to you or the person who manages your funds; and
- will include a date for payment.

We may require a payment before Support Services are provided unless this isn't permitted under the Government's guidelines for CHSP.

We may estimate or calculate monthly amounts on the basis of a set number of days in a month (for example, 31 or 30 days). This means that the amount payable for a month varies having regard to the actual number of days in the month.

## **18 Goods and services tax**

Government funded services are generally GST free. Other services we provide may also be GST free. However you must pay applicable GST and other taxes.

Based on the manner in which the government regulates the GST:

- we may choose to pay for services as your agent; and
- we may agree that if we reimburse you, you arrange or pay for services as our agent.

## **19 Making payments by direct debit or Centrepay**

Unless we agree otherwise, you must pay all amounts under this Agreement by direct debit or Centrepay (if it applies to you).

You, or someone paying on your behalf, must give us a signed direct debit or Centrepay authority using our form or a form we approve.

If Centrepay payments stop, for example, if the Department cancels them, you must switch to direct debit and give us the required authority.



Payments will be taken in the manner set out in this Agreement or notified to you, including as invoiced.

You must not cancel or pause your Centrepay or direct debit authority unless we agree to another way for you to pay.

If you think you will not have enough money in your account for a payment, you must tell us right away to avoid bank charges. If our bank charges us because of this, we will pass those fees on to you.

You must keep your Centrepay or direct debit active until all money owed under this Agreement is fully paid.

If we become aware of an overpayment we will tell you and apply it to future payments or refund it.

## **20 Interest on overdue payments**

We can charge interest on any amounts you haven't paid when required (so long as we have told you that an amount is payable).

The rate of interest is the rate set out in our Client Contribution Policy or if no rate is specified, the maximum permitted interest rate under the Aged Care Act as applied to residential aged care.

If our Client Contribution Policy includes a rate of interest that rate can only be altered with your agreement.

Interest will start compounding from the earliest of:

- the first date allowed under the Aged Care Act;
- the date the payment is reviewed or recharged; or
- each calendar month.

Interest is calculated from the earlier of:

- the first date allowed under the Aged Care Act; or
- 14 days after the payment was due.

Interest then continues until the payment is made in full, or you stop receiving services, if the Aged Care Act says so, whichever comes first.

We may choose to not charge the interest, but only if we confirm so in writing.

## **21 Damage to equipment**

On providing Support Services we may give you access to equipment or bring equipment into your Home.

If you damage our equipment, you must pay or reimburse us the reasonable cost of repairing or replacing it.

## **22 Other things we must do for you**

We will:

- tell you if your Support Services or Client Contributions change;
- tell you how to cancel Support Services;



- listen to you;
- respect you; and
- provide you with information specified in the Aged Care Act.

## **23 Privacy and protection of personal information**

There are laws to protect your personal information, including the Aged Care Act.

Your personal information includes details that identify you such as your name and age.

We recognise:

- your right to personal privacy; and
- the requirements under the Aged Care Act to take steps to ensure personal information is protected.

We will take all reasonable steps to protect the confidentiality of your personal information as far as legally permissible in accordance with applicable laws.

## **24 Uses of personal information you consent to**

You consent to your personal information being used to allow us to provide or arrange services. You also consent to your personal information:

- being used to claim available funding and supplements, report on outcomes to the Government, assess our performance, make improvements, manage training, and investigate and handle complaints, claims or incidents; and
- being shared with:
  - people or organisations involved in improving service quality, doing industry analysis or assisting with a dispute;
  - Associated Providers, suppliers or future service providers;
  - health professionals, insurers, advisors, researchers, educators, funders and regulators; and
  - with Government, including as set out in Schedule 2.

We aim to ensure your information is handled properly when shared.

To provide services we might need to share information about you from other people involved in your care, like family, carers, doctors or specialists. You agree to us doing that.

Services and fees will be impacted if we don't have the information we need.

You can contact us to see your personal information or ask questions about how we handle it.

Further information about how we handle your personal information is contained in our privacy policy.

## **25 Your rights**

The law says you have rights.

This includes rights under the Statement of Rights and the Australian Consumer Law.

We will assist you to understand the Statement of Rights.

We will respect your rights.

## **26 Your right to information**

Please let us know if you:

- need more information so you can make informed decisions about the Support Services you receive or the amounts you must pay; and
- don't have a copy of our price list, your current Care Plan.

You can access records and information we hold about you or concerning this Agreement in accordance with the Aged Care Act. You can also authorise others permitted by the Aged Care Act to access those records and information and we will facilitate that in accordance with the Aged Care Act.

You can ask us for information about our financial position, including audited accounts. We will provide a clear and simple statement about this and an explanation of your fees within 7 days of a request.

## **27 What you must do for us**

You must:

- be polite to staff and respect their rights;
- tell us and attending staff if you install devices in your Home to record or film them;
- ensure your Home and equipment and other things in your Home are safe and well maintained;
- give us the information we need;
- comply with notified policies and procedures (we will provide you with at least 14 days' notice of any changes to them);
- tell us if you have a problem with a Support Service;
- tell us if your Access Approval or needs change;
- allow us to review your needs;
- co-operate with us; and
- pay your Client Contributions and other amounts payable under this Agreement.

You must ensure others who are at your Home, such as family and visitors, are also polite and respectful and allow us to provide services to you.

## **28 Medical emergency**

If there is an emergency, you must call 000 or call your doctor.

We will call 000 if an emergency occurs while we are with you.

## **29 Changes to this Agreement**

Any changes to this Agreement need to be by mutual consent, following adequate consultation, unless a change is necessary to implement GST laws and we have given you reasonable notice in writing about the change. This Agreement cannot be changed in a way that is inconsistent with GST laws or the Aged Care Act.

If there are agreed changes to the Support Services you receive and what you pay, this Agreement will continue to apply. If your Access Approval or Support Plan changes, you may ask us and we may agree to continue providing services under this Agreement.

the Aged Care Act changes that impacts on how this Agreement is applied, this Agreement will be applied to reflect those changes.

Otherwise, we will review this Agreement at least once a year after the Start Day or upon request from you. We will give you an opportunity to participate in any review.

### **30 Email notifications**

We may provide you with and ask for information and issue notices to you under your client agreement by email. It is important that you let us know if your email address changes.

### **31 Systems to help us manage or provide services**

We may use electronic systems and mobile phone applications to:

- help us and other suppliers identify you;
- allow us to receive and share information about you, suppliers and the services you receive;
- ensure we are notified of relevant incidents and concerns; and
- assist us to support you.

This may include providing you with an email address or access to a portal to receive information or notifications under this Agreement.

You must:

- use the notified systems;
- tell us if you have difficulties using the notified systems
- take appropriate security precautions (for example, ensure devices have the latest security updates and do not share passwords); and
- comply with any reasonable policies or procedures we implement in connection with those systems (we will provide you with at least 14 days' notice of any changes to them).

### **32 How you can end this Agreement**

You can end this Agreement at any time by giving us at least 7 days' written notice that you want this Agreement to end.

### **33 When we can end this Agreement**

We can end this Agreement if:

- you tell us in writing that you no longer want to receive home care;
- you do not make any required Client Contributions or pay your fees for a reason within your control and:
  - you don't have an application for the Fee Waiver in place; and
  - we haven't agreed on an alternative payment arrangement;
- your needs change and you no longer need home care or your needs can be more appropriately met by other types of services or care;
- you cannot be cared for in the Home or the community with the resources available to us;

- you tell us in writing that you will be moving outside the area we work in;
- you intentionally cause serious injury to staff; or
- you intentionally infringe the rights of staff to work in a safe environment.

We will write to you at least 14 days before we end this Agreement or stop providing Support Services.

### **34 What happens when this Agreement ends**

When this Agreement ends:

- you must pay us or allow us to claim any unpaid amounts;
- we will reconcile your Client Contributions and finalise payments;
- we will liaise with Government and provide any transitional support we must provide under CHSP;
- we will provide you and/or Government with any other notices, statements or information required under the Aged Care Act; and
- we can retain and handle your information to finalise matters concerning this Agreement or for future review.

If amounts you need to pay can't be calculated when this Agreement ends, we may estimate that amount, until the actual amount can be determined. Once the actual amount is known, we will make any necessary adjustment and let you if an additional amount is payable or to be refunded.

Once this Agreement ends, you and we can continue to rely on and enforce parts of this Agreement. For example, provisions that deal with finalising payments or allow us to recover money from you. You and we can also take legal action for any breaches that happened before this Agreement ended.

### **35 Complaints and feedback and whistleblower protections**

You can provide feedback or make a complaint if you are not satisfied with how the Support Services have been provided, without fear of reprisal, in accordance with our complaints, feedback and/or whistleblower policies. We will let you know if these policies change.

You can also make a complaint to the Complaints Commissioner (call 1800 951 882) or, if your complaint is about how we manage your personal information the Office of the Australian Information Commissioner (call 1300 363 992).

You may also be entitled to rely on whistleblower protections under the Aged Care Act, which apply to certain concerns and reports.

You are also entitled to enforce your rights under the Australian Consumer Law. There are Government organisations that consider complaints under the Australian Consumer Law. Their details can be found on the Australian Competition & Consumer Commission website ([www.accc.gov.au](http://www.accc.gov.au)).

You won't be victimised or discriminated against for providing feedback or making a complaint to us or regulators.

### **36 Limited liability**

Unless you are entitled to protection under the Consumer Guarantees, we do not promise that the services provided under this Agreement will be suitable, fit for your needs, or delivered at a specific time.

You also agree that we are not liable for:

- services provided by someone else at your direction;
- issues or losses that arise from you failing to comply with this Agreement; or
- issues or losses that arise from you stopping services.

If the law allows, our liability for a breach of a Consumer Guarantee and any other claim you may have under or in connection with this Agreement is limited to one of the following (as selected by us):

- providing the service(s) again; or
- paying the cost for someone else to provide the service(s) again.

### **37 Government not liable**

Although the Government provides funding for CHSP, information we provide to you does not necessarily represent the views or policies of Government.

### **38 Failure to meet your obligations**

You must pay us any reasonable costs we incur if you don't meet your obligations under this Agreement. This includes costs we incur:

- to recover unpaid amounts;
- to fix our property or the property of others if you damage it;
- to compensate someone if you harm them; and
- to respond to any claim that is made against us.

We will evidence these costs to you.

### **39 Signing this Agreement**

This Agreement may be signed electronically. We and you may sign separate copies and share them online or by email, which together form a legally binding agreement.

### **40 Applicable laws**

This Agreement will be applied in accordance with the laws that apply in the State or Territory in which we provide services. Laws are rules or requirements set by Government and include legislation, rules, principles and standards and includes any law that replaces or amends them (which includes changes to the Aged Care Act).

A reference to a Government agency in this Agreement includes a reference to any agency that replaces it or assumes its role or functions.

If it is determined that:

- part of this Agreement is inconsistent with an applicable law, this Agreement is to be applied in a way that gives effect to that law; or
- you or we cannot enforce or rely on part of this Agreement, the rest of this Agreement will continue to apply.

#### **41 More information**

For more information about CHSP go to the My Aged Care website:  
<http://www.myagedcare.gov.au>.

## Schedule 1: CHSP Service Delivery Principles

CHSP service providers must implement the service delivery principles below when developing, delivering or evaluating services directed to clients:

### **Social and cultural sensitivity**

- All clients have equal access to services that are appropriate for their social and cultural needs.
- All clients have equitable and affordable access to services, free from discrimination.
- All clients, clients' families, and carers have services tailored to their unique circumstances and cultural preferences.

### **Client, carer and family empowerment**

- Choice, preferences, and flexibility is optimised for clients, their carers, and families. • Clients receive services after they have given their consent.
- A standardised assessment process with a holistic view of client needs.
- Clients are supported to participate in their community and society.
- Providers develop and promote strong partnerships between the client, their carers and family, support workers and the aged care assessors.

### **Client-centred support with a wellness and reablement approach**

- Providers help clients maximise their wellbeing, independence, autonomy and capacity through a wellness and reablement approach.
- Clients are actively involved in planning and working towards their goals.
- Service delivery focuses on retaining and/or regaining each client's ability to live and engage with their community independently, and builds on the strengths, capacity and goals of individuals.

### **Committed and responsive service provision**

- Clients receive services in line with their agreed support plan to ensure their needs are met.
- Providers develop person-centred, goal-oriented care plans and reviews.
- Providers deliver services for an agreed time with agreed review points.
- Providers must comply with all relevant codes of ethics, and industry quality standards and guidelines, so that clients receive high quality services.
- Providers embed a wellness and reablement approach.

### **Wellness and reablement**

- Wellness and reablement are person-centred, holistic approaches to service delivery that build on people's strengths and goals to promote greater independence and autonomy.
- Wellness is a philosophy that informs how providers are expected to work with clients. It acknowledges and builds on their strengths, abilities and goals, and has a focus on providing services that support greater independence and quality of life.



- Reablement offers time-limited interventions and emphasises assisting people to maintain, regain, improve confidence and functional capacity and maximise independence and autonomy. It focuses on specific goals and seeks to enable people to live their lives to the fullest.

## Schedule 2: Use of Government Data Exchange

### 1 Collection of your My Aged Care ID

The information that we collect from you includes your personal information. Your personal information is protected by law, including by the Privacy Act 1988 (Cth).

The Department provides grant funding to providers of aged care services under CHSP.

CHSP providers must report on the delivery of CHSP services to Department via the Data Exchange (DEX). This system is hosted by the Australian Government Department of Social Services (DSS).

DSS on behalf of the Department collects information (including information about the services you receive and an encrypted version of your 'My Aged Care ID') from us, as your CHSP provider, and stores this information as a de-identified record in DEX. This protected information is a mandatory requirement and is not used by DSS for any purpose.

### 2 Uses and disclosures of your My Aged Care ID in the Data Exchange

DSS on behalf of the Department discloses a subset of this information (including an encrypted MAC ID) to the Department periodically in order to monitor provider compliance with funding grant conditions (the compliance purpose). This is authorised under s 573(1) of the new Aged Care Act 2024 (Cth) (NACA).

The Department will decrypt your My Aged Care ID in order to reidentify you and verify information about CHSP services provided to you for the compliance purpose. The Department cannot undertake compliance monitoring activities without this information.

### 3 How DSS uses and discloses personal information other than My Aged Care ID in the Data Exchange

DSS on behalf of the Department uses your information in DEX to produce and share de-identified data and data visualisation reporting products to the Department and providers, for reporting and research purposes.

DSS uses your information in DEX to produce information for policy development, grants program administration, and research and evaluation purposes. DSS also shares data with organisations and agencies for reporting and research purposes. DSS de-identifies all data before use or disclosure so that it cannot be used to re-identify you.

### 4 Further information

For more information about how DSS on behalf of the Department will manage your personal information, including how you can request access or correction of your personal information or make a privacy complaint, see the privacy policy published on the DSS website.

### 5 Our use of the Data Exchange

We may also use the Data Exchange as a client record system. If we do, your personal information (other than your My Aged Care ID) that is stored by DSS on DEX will only be disclosed to us for the purposes of managing your case.

### 6 DSS will only collect certain personal information with your consent

Your client record can be set up to include your name and address. This assists us to manage your record but will require DSS to collect personal information about you.



PO Box 2177  
St Kilda VIC 3182  
**bhn.org.au**  
132 BHN (132 246)  
**info@bhn.org.au**  
**ABN: 46 659 939 054**

You are not required to provide your name and address to DSS. If you do not consent to the collection of your personal information, this will not affect the services provided to you. You can ask for this information to be removed by DSS at any time.

## Schedule 3: Definitions

**Access Approval** means an official approval under the Aged Care Act that confirms you are eligible to receive CHSP services.

**Aged Care Act** or **Act** means the Aged Care Act 2024 (Cth) and its related rules. It also includes, where relevant, the earlier Aged Care Act 1997 (Cth) and the Aged Care (Transitional Provisions) Act 1997 (Cth), along with their regulations and principles, and Government guidelines for CHSP.

**Agreement** means the service agreement described in clause 2. If you cancel this Agreement within 14 days of entering into it, any section that no longer applies under the Aged Care Act will not be included from that point.

**Agreement Details** means the agreement details section at the start of this Agreement.

**Associated Provider** means a supplier or sub-contractor we engage to assist with the provision of Services, which is known as an associated provider for the purposes of the Aged Care Act.

**Australian Consumer Law** is the law that protects consumer rights in Australia. It is found in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

business day means a day other than a public holiday or weekend.

**Cancellation Policy** means our policy regarding the cancellation of Support Services, as notified to you from time to time.

Care Partner means the person(s) nominated to oversee the provision of Support Services, as advised to you.

**Care Plan** means your care plan which sets out the Support Services you will receive that we develop in consultation with you and includes any associated service schedule that details when Support Services will be provided.

**CHSP** means the Commonwealth Home Support Program.

**Client** means:

- you, the person named in this Agreement who will receive Support Services;
- after you pass away, it includes your authorised representative(s); and
- it can also mean your authorised representative if the context allows,

but it excludes anyone you seek to transfer or assign a right or interest to, on the basis this Agreement is personal to you and cannot be assigned by you.

**Client Contributions** means the amounts you may be required to pay to us to contribute to the costs of the Support Services, being as at the date of this Agreement, the amounts specified in the Agreement Details (if any), as varied in accordance with this Agreement.

**Client Contributions Policy** means our then current policy regarding Client Contributions, as notified to you from time to time, and where the context permits, it includes any association price list(s).

**Common Price** means the amount that we have published on our website for each Support Service as required by the Aged Care Act.

**Complaints Commissioner** means the Aged Care Complaints Commissioner established under the Aged Care Act, or any successor/s.

**Consumer Guarantees** means the rights you have under the Australian Consumer Law that protect you when receiving goods and services.

**Department** means the Australian Government Department of Health, Disability and Ageing, or any future Government Department that takes over its role under the Aged Care Act.

**DSS** means the Australian Government Department of Social Services or any successor.

**End Day** means the last day Services are provided under this Agreement, being:

- the date specified in the Agreement Details or any other date we agree Support Services will be provided until; or
- any sooner date this Agreement is ended by you or us.

**Fee Reduction Supplement** is a government supplement that helps reduce the fees you may need to pay for home care, as set out in the Aged Care Act. It applies in certain situations, particularly where there is financial hardship.

**Government** means Government departments and agencies involved in overseeing or managing home care services. This includes the Complaints Commissioner, the Department, the Inspector-General of Aged Care, Services Australia and the System Governor, and any replacement or successor/s.

**GST** means the goods and services tax set by Government.

**Home** means the place where we will provide the Support Services, being the home specified in the Agreement Details or any other agreed home.

**Registered Provider** means we or us, being the organisation officially approved to provide services under CHSP. It is the provider named in the Agreement Details. When relevant, it also includes the provider's authorised representative and any notified assignee.

**Service Period** means the period commencing on the Start Day and ending on the End Day.

**Start Day** means the date we will start providing Support Services to you under this Agreement, as specified in the Agreement Details, or any other date we start providing Support Services to you under this Agreement, which is also the date this Agreement commences.

**Statement of Rights** means the Statement of Rights under the Aged Care Act.

**Support Services** means a support service we or a third party provide to you under this Agreement.

Other terms or expressions used in this Agreement defined in the GST law or the Aged Care Act and used in the manner contemplated in that law has that defined meaning, unless the context otherwise requires.