

# Commonwealth Home Support Programme Agreement

between

FiveGoodFriends Pty Ltd  
ABN 87 605 031 249

and

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**Member**



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## Key Terms

Date of this Agreement	
Service Provider (We, us)	<b>Name:</b> FiveGoodFriends Pty Ltd <b>ABN:</b> 87 605 031 249 <b>Address:</b> Level 8, 154 Melbourne Street, South Brisbane Qld 4101 <b>Phone:</b> 1300 787 581
Member (You, your)	<b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b>
Member's Representative	Has the Member appointed a Representative? <i>If yes, proceed to fill in details below. If no, proceed to next question.</i> <b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b>
Commencement Date	
Services	The CHSP services and supports we offer and the services and supports you have selected are set out in Annexure B.
Member Contribution	The standard Member Contributions for the Services you have selected are set out in Annexure B.  Further detail of your Member Contributions will be set out in your Help Plan.  Member Contributions are payable weekly by direct debit.

## **1 Services Generally**

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- 1.1 The services and supports we will provide to you under this Agreement will be supported by funding from the Australian Government under the Commonwealth Home Support Program (CHSP).
- 1.2 The CHSP Services we offer are set out in 0.
- 1.3 We will consult with you and/or your Representative to develop a Help Plan appropriate to your assessed needs and within the scope of our CHSP funding. You will be encouraged to identify goals and outcomes, which may include independence, wellness, wellbeing and re-ablement.
- 1.4 We will monitor for changes in your needs and review your services and supports where appropriate.

## **2 Member Contributions**

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### **2.1 Member Contributions generally**

- (a) We are dependent on Australian Government funding and Member Contributions to deliver the services and supports.
- (b) The maximum Member Contribution for the services we deliver under the CHSP are set out in 0.
- (c) You agree to pay the maximum Member Contribution applicable to the services and supports you receive, unless you are suffering financial hardship and we have approved alternative arrangements for you.
- (d) The Member Contributions for the services and supports we agree to provide to you are set out in this agreement in Annexure B and are payable weekly by direct debit. We will issue you an invoice prior to debiting your account. We will provide a direct debit form for you to complete and sign. You must provide a duly executed direct debit form before you begin receiving the services and supports, unless otherwise authorised by us.

### **2.2 Determining Your Member Contribution**

- (a) You must provide us with any information we reasonably require to determine the Member Contribution you must pay (if any), including information concerning your socio-economic circumstances (for example, your income and assets).
- (b) You should contact us if you would like your Member Contribution reviewed.

### **2.3 Review of Member Contribution**

- (a) The Member Contribution payable for the services and supports will be set and varied in accordance with the requirements of the CHSP and our Member Contribution Policy.
- (b) The Member Contribution will vary in line with any applicable funding changes, on and from the date a funding change takes effect.
- (c) Subject to the requirements of the CHSP, we may also:
  - (i) review and adjust the Member Contribution annually with effect from 1 July, to reflect the percentage change in CPI for the prior period 1 July to 30 June (if a positive amount); and
  - (ii) adjust the Member Contribution by an amount we reasonably determine to be necessary to recover any additional tax, duty, costs and/or expenses directly or indirectly payable or incurred by us in connection with this Agreement, with a change to take effect 28 days' after written notice of the new Member Contribution is given to and accepted by you,

any adjusted Member Contribution will not exceed any maximum Member Contribution amount permitted under the CHSP.

### **3 Cancellling scheduled services**

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- 3.1 You must provide us with the following notice to cancel a scheduled Service:
- (a) If you wish to cancel a Service that is scheduled on any day from Tuesday to Sunday, you must give us no less than 24 hours of notice of the cancellation.
  - (b) If you wish to cancel a Service that is scheduled on a Monday, you must notify us by 12pm on the previous Friday.
- 3.2 If you fail to provide notice in accordance with clause 3.1, we will charge you the Member Contribution for the cancelled service.

### **4 Work health and safety**

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- 4.1 You understand that your residence is a workplace for Helpers and is subject to relevant workplace health and safety laws.
- 4.2 You agree to be responsible:
- (a) for ensuring that we are made aware in advance of any known or foreseeable risks associated with Helpers being at your residence; and
  - (b) for taking steps to ensure that any known or foreseeable risks are rectified and addressed at your own cost.
- 4.3 You agree to allow us, upon giving reasonable notice, to conduct an inspection of your residence to assess the risks of providing services.
- 4.4 We may at any time suspend the provision of services to you while a risk referred to under this clause remains unrectified, and will recommence the services once the risk has been addressed to our reasonable satisfaction.
- 4.5 While we acknowledge and respect your autonomy, you acknowledge that there may be occasions where we or a Helper consider it necessary to enter your residence , or take other action for your well-being and safety (such as contacting the police, an ambulance or your Representative), without your express consent or the consent of your Representative. You consent for us or our Helpers to take such action in circumstances where we reasonably believe that an emergency situation exists.

### **5 Terminating this agreement**

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- 5.1 Termination by you
- (a) You may withdraw from this Agreement for any reason by providing us with 14 days' written notice of your intention to terminate this Agreement. This Agreement will terminate 14 days' from the date of your notice, unless we agree another date with you.
  - (b) You must still pay us any Member Contributions owing under the Agreement when the Agreement is terminated.
- 5.2 Termination by us
- (a) We may terminate this Agreement by providing 14 days' written notice to you if:
    - (i) we no longer provide the type of Services you receive from us;
    - (ii) you cannot be cared for in the community with the resources available to us;
    - (iii) you advise us in writing that you wish to move to a location where we do not provide the Services;

- (iv) you advise us that you no longer wish to receive the Services from us, or you want to move to an alternative service;
- (v) your condition changes to the extent that you no longer need the Services or your needs can be met more appropriately by other types of services or care;
- (vi) you or your Representative have not:
  - (A) paid, for a reason within your control, any Fees or Charges specified in this Agreement;
  - (B) negotiated an alternative arrangement with us for payment of the Fee or Charge;
- (vii) you have:
  - (A) intentionally caused serious injury to a Helper; or
  - (B) intentionally infringed the right of a Helper to work in a safe environment.
- (b) Obligations owed by you in relation to Member Contributions payable under this Agreement will survive termination of this Agreement.
- (c) Any termination of this Agreement by us will be undertaken in accordance with the law.

## **6 Assistance to move to a different type of care**

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- 6.1 If we assess that your care needs are unable to be met through our service under this Agreement, we may assist you to transfer to another type of aged care, such as home care or residential care, subject to your rights at law, including under the Aged Care Act.
- 6.2 If you decide to transition to another type of aged care, you acknowledge that we are not able to guarantee a place, or give priority of entry to you, at any of our services or facilities.

## **7 Varying this Agreement**

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- 7.1 This Agreement may be varied by the parties as agreed in writing but only after we have given you reasonable written notice and we have otherwise complied with law.
- 7.2 The Agreement may be varied if it is necessary to implement changes to the GST Act.
- 7.3 If the Agreement is varied to implement changes to the GST Act, you will be given reasonable notice in writing about the variation.
- 7.4 Any variations to this Agreement will not be inconsistent with the GST Act or the Aged Care Act.

## **8 Complaints**

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- 8.1 You are entitled to make a complaint about the Services without fear of reprisal.
- 8.2 If you are dissatisfied about anything that occurs with the Services, we ask that you let us know so that we can address the issue. We will use all reasonable efforts to resolve your concerns. If we are unable to resolve the complaint to your satisfaction you may also make your complaint in writing or by phone as follows:
  - (a) by phone: 1300 787 581 or
  - (b) Online at: <https://www.fivegoodfriends.com.au/resources/feedback/feedback>; or
  - (c) in writing by addressing your letter to:

Five Good Friends  
Level 8, 154 Melbourne Street  
SOUTH BRISBANE QLD 4101

- 8.3 In addition to the internal complaints mechanism set out in clause 8, you may also contact the Aged Care Quality and Safety Commission to make a complain about your Services. You can contact the Aged Care Quality and Safety Commission:

- (a) Online at [www.agedcarequality.gov.au/making-complaintlodge-complaint/online-complaints-form](http://www.agedcarequality.gov.au/making-complaintlodge-complaint/online-complaints-form)
- (b) By phone on 1800 951 822.
- (c) In writing by addressing your letter to:  
  
Aged Care Quality and Safety Commission  
GPO Box 9819  
Your Capital City

#### 8.4 Aged Care Advocacy

You may also seek assistance in resolving a complaint from an independent advocacy service such as:

- (a) Queensland – Aged and Disability Advocacy (ADA) Australia - phone 1800 818 338.
- (b) New South Wales – Seniors Rights Service - phone 1800 424 079.
- (c) ACT – ACT Disability, Aged and Carer Advocacy Service (ADACAS) - phone (02) 6242 5060.
- (d) Northern Territory
  - (i) For NT postcodes 0800 to 0851 – Darwin Community Legal Service – phone 1800 812 953
  - (ii) For NT postcodes 0852 50 0872 – Catholic Care Northern Territory – phone (08) 8944 2000
- (e) South Australia – Aged Rights Advocacy Service Inc. – phone 1800 700 600.
- (f) Tasmania – Advocacy Tasmanian Inc. – phone 1800 005 131.
- (g) Victoria – Elder Rights Advocacy – phone 1800 700 600.
- (h) Western Australia – Advocare – phone 1800 655 566.

## 9 GST

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- 9.1 If any supply made by us under this Agreement or any variation to it is a taxable supply for the purposes of the GST Act, then in addition to any amount of Member Contributions expressed as payable to us elsewhere in this Agreement, we shall be entitled to recover from you an additional amount on account of GST, an amount of our GST liability in respect of each supply which will be recoverable at the same time as the amount or Member Contributions is payable for any supply.

## 10 Privacy, Confidentiality and Personal Information Consent

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- 10.1 You and we will comply with our privacy, confidentiality and Personal Information obligations, as set out in Annexure D.
- 10.2 We ask that you or your Authorised Representative sign Annexure D when you sign this Agreement.

## 11 Data Exchange

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- 11.1 The information we collect from you includes your personal information. Your personal information is protected by law, including by the *Privacy Act 1998* (Cth).
- 11.2 The Member management system we are required to use by the Australian Government Department of Social Services (**DSS**) is an IT system called the 'Data Exchange'. This system is hosted by the DSS. Your personal information that is stored by the DSS on the Data Exchange will only be disclosed to us for the purposes of managing your Services.
- 11.3 The DSS de-identifies and collects data in the Data Exchange to produce information for policy development, grants program administration, and research and evaluation purposes. This includes producing reports for sharing with service providers. This information will not include information that identifies you, or information that can be used to re-identify you, in any way.
- 11.4 You can find more information about the way the DSS will manage your personal information in the DSS APP privacy policy, which the DSS has published on its website. This policy contains information about how you may access the personal information about you that is stored on the Data Exchange and seek correction of that information. This policy also includes information about how you may complain about a breach of the Australian Privacy Principles by the Department, and how the DSS will deal with your complaint.



**Executed** as an agreement

**Signed for and on behalf of FiveGoodFriends Pty Ltd by its authorised agent**

Signature: \_\_\_\_\_

Print full name: \_\_\_\_\_

**Signed by Member**

Signature: \_\_\_\_\_

Print full name: \_\_\_\_\_

**Signed by Authorised Representative for and on behalf of the Member**

Signature: \_\_\_\_\_

Print full name: \_\_\_\_\_

## Annexure A Definitions and Interpretation

### Definitions

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<b>Aged Care Act</b>	means the <i>Aged Care Act 1997</i> (Cth) as amended.
<b>Representative</b>	means a person authorised to act on the Member's behalf. This person must be: <ul style="list-style-type: none"> <li>(a) a person who holds an enduring power of attorney given by the Member; or</li> <li>(b) any person otherwise duly appointed according to law with the authority and capacity to bind the Member.</li> </ul>
<b>Agreement</b>	means this agreement and includes the annexures to this Agreement.
<b>Help Plan</b>	means the Help Plan we will develop with you, which will set out information about the Services.
<b>Charter of Aged Care Rights</b>	means the rights and responsibilities set out in the <i>User Rights Principles 2014</i> (Cth) as amended under the Act from time-to-time.
<b>CHSP</b>	means the Commonwealth Home Support Programme, an initiative of the Department of Health to develop and maintain a cohesive Australian community and improved independence and self-sufficiency.
<b>Commencement Date</b>	means the date that you are first entitled to receive the Services.
<b>Commonwealth Home Support Programme</b>	means the Commonwealth Home Support Programme which is one consolidated programme providing entry-level home support for older people who need assistance to keep living independently.
<b>Community and Home Support Sub-Activity</b>	means a sub-activity of the Commonwealth Home Support Programme which provides entry-level services and supports to assist frail, Older People to live independently at home and in the community.
<b>Member</b>	means you, the person receiving services under the Commonwealth Home Support Programme.
<b>Member Contributions</b>	means the fees and charges payable to us for the provision of services and supports, being as at the date of this Agreement, the amounts specified in the Key Terms (if any), as varied;
<b>Member Contribution Policy</b>	means our publicly available policy regarding Member Contributions a copy of which is available on request;
<b>GST</b>	means a tax, imposed or duty on goods, services or other things introduced by Commonwealth, State or Territory.
<b>GST Act</b>	means <i>A New Tax System (Goods &amp; Services Tax) Act 1999</i> (Cth) as amended.
<b>Key Terms</b>	means the table at the start of this Agreement labelled Key Terms.
<b>Material Breach</b>	means a breach of a material term of this Agreement and any other fundamental breach that goes to the very essence of this Agreement; Material terms of this Agreement include: <ul style="list-style-type: none"> <li>(a) clause 2 regarding payment of Member Contributions;</li> </ul>

(b) clause 4 regarding health and safety.

<b>Services</b>	means the services and supports within the scope of the Community and Home Support Programme that we agree to provide to you in your home or in the community as set out in Key Terms to this Agreement and includes any variations to the care and services which may occur from time to time.
<b>Helper</b>	means an individual who is employed, hired, retained or contracted by us (whether directly or through an employment or recruitment agency) to provide care or other services.
<b>Standards</b>	means the Aged Care Quality Standards set out in the <i>Quality of Care Principles 2014</i> (Cth).
<b>we, us, our</b>	means the Service Provider set out in the Key Terms and its successors and assigns.
<b>you, your</b>	means the Member set out in the Key Terms and where applicable, includes the Member's Representative.

**Annexure B**  
**CHSP Services**

Service type	Service Sub-type	Standard Member Contribution	Tick Services required	Hours of Service per fortnight
Domestic Assistance	General House Cleaning	\$10/hr		
	Linen Service	\$10/hr		
	Unaccompanied Shopping (delivered to home)	\$10/hr		
Notes: (e.g. insert information here regarding any temporary services)				

**Annexure C**  
**Privacy, Confidentiality and Personal Information Consent**

- 1 We are committed to the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) and our responsibilities relating to protection of Personal Information under the Aged Care Act.
- 2 We will, as much as we can legally, keep any information you provide to us confidential.
- 3 Personal Information we hold about you will be:
  - (a) protected by security safeguards that are reasonable in the circumstances to protect against the loss or misuse of the information;
  - (b) managed according to law, this Agreement and our Privacy Policy, which is available on our website (or you can ask for a copy any time).
- 4 Five Good Friends may collect, use and disclose Personal Information about you:
  - (a) to coordinate and provide Services,
  - (b) to assist with facilitating our internal business operations;
  - (c) as required to meet any legal and regulatory requirements;
  - (d) to provide you with information about us and the Services that we offer;
  - (e) to enable ongoing assessment of your care needs; and
  - (f) as otherwise authorised in our Privacy Policy and any privacy collection statement or other similar document you may sign from time to time.
- 5 We may collect your Personal Information from and disclose your Personal Information to:
  - (a) your Helper, including to assist with the provision of Services and the reporting of incidents or concerns between your Helper and Five Good Friends;
  - (b) your Authorised Representative;
  - (c) your nominated emergency contact;
  - (d) any other person you ask us to speak to about your care or Services;
  - (e) our related entities and affiliated organisations and service providers, who assist us in operating our business;
  - (f) a court, a tribunal or an authority or person with power to require the production of documents or the answering of questions, including regulatory bodies and government agencies.
  - (g) other service providers involved in your care or Services;
  - (h) My Health Record and Government agencies;
  - (i) a previous service provider, if you are to move to our service from another service;
  - (j) your new, or prospective new service provider, if you move or propose to move from our service to another service;
  - (k) any other person or body as permitted at law.

- 6 As we provide you with Services, we may leave records about your Services at your home. You agree that you will keep these records safe and secure and that you will inform us if any event or threatened event jeopardises the safety or security of this record.

**MEMBER**

**Signed by Member**

Signature: \_\_\_\_\_

Print full name: \_\_\_\_\_

**Signed by Authorised Representative for and on behalf of the Member**

Signature: \_\_\_\_\_

Print full name: \_\_\_\_\_

Annexure D  
Charter of Aged Care Rights



# Charter of Aged Care Rights

I have the right to:

1. safe and high quality care and services;
2. be treated with dignity and respect;
3. have my identity, culture and diversity valued and supported;
4. live without abuse and neglect;
5. be informed about my care and services in a way I understand;
6. access all information about myself, including information about my rights, care and services;
7. have control over and make choices about my care, and personal and social life, including where the choices involve personal risk;
8. have control over, and make decisions about, the personal aspects of my daily life, financial affairs and possessions;
9. my independence;
10. be listened to and understood;
11. have a person of my choice, including an aged care advocate, support me or speak on my behalf;
12. complain free from reprisal, and to have my complaints dealt with fairly and promptly;
13. personal privacy and to have my personal information protected;
14. exercise my rights without it adversely affecting the way I am treated.

Member

Provider

Member (or Representative)'s signature (if choosing to sign)

Signature and full name of provider's Helper

Full name of Member

Name of Provider

/ /

Full name of Representative (if applicable)

Date on which the Member was given a copy of the Charter

/ /