

# Consumer Agreements and Fees

**Julie Creek Home Care ensures all consumers are provided with an agreement or other document that clearly specifies the details of provided services, the fees and the responsibilities of the consumer and Julie Creek Home Care.**

## TABLE OF CONTENTS

<b>1</b>	<b>Purpose</b> .....	<b>1</b>
<b>2</b>	<b>Scope</b> .....	<b>1</b>
<b>3</b>	<b>Consumer Agreements</b> .....	<b>1</b>
3.1	General .....	1
3.2	CHSP Service Agreement .....	2
3.2.1	Variations and Reviews .....	3
3.3	Termination of Service Agreements .....	3
<b>4</b>	<b>Consumer Fees</b> .....	<b>4</b>
4.1	CHSP Fees .....	4
4.1.1	Overview .....	4
4.1.2	Fee Reductions .....	5
4.2	Fee Management and Hardship All providers .....	5
4.2.1	Managing Overdue Fees and Financial Hardship.....	5
4.2.2	Paying Fees .....	6
	<b>Document Information</b> .....	<b>6</b>

## 1 PURPOSE

To provide information to relevant workers on program requirements for consumer agreements and consumer fees.

## 2 SCOPE

Commonwealth Home Support Program

## 3 CONSUMER AGREEMENTS

### 3.1 GENERAL

All consumers are offered an Agreement (service agreement) at their Service Commencement Meeting.

All Agreements are expressed in plain language that is readily understandable by consumers and is explained to the consumer and/or their registered supporter<sup>1</sup> or substitute decision maker and changes and details discussed and tentatively agreed to. We ensure the consumer has adequate time to review

<sup>1</sup> Supporters is used inclusively to refer to registered supporters, substitute decision-makers, advocates and other persons supporting the consumer.

and understand the agreement and advise them that once they receive the finalised agreement, they are welcome to further discuss it or ask questions before signing it.

The Agreement must be signed before services are delivered, either by the consumer or their substitute decision maker<sup>2</sup> if they are unable to sign because of physical incapacity or cognitive impairment.

Wherever possible, both the consumer (or their appointed decision maker) and Julia Creek Home Care should sign the Agreement and provide a copy of the signed Agreement to the consumer. Others can assist the consumer in reading and understanding the agreement including registered supporters, family members, carers or an advocate.

### 3.2 CHSP SERVICE AGREEMENT<sup>3</sup>

Consumers are asked to complete and sign a Commonwealth Home Support Program (CHSP) Service Agreement before they receive services. has an agreement template that meets the legislative requirements for service agreements under Section 148 (Subdivision C) of the Aged Care Rules.<sup>4</sup>

The agreement includes amongst other items:

- The consumer's name and contact details
- The services to be delivered
- How and who will deliver services – including services to be provided by an associated provider
- Consumer contributions
- The consumer's rights
- Changing or stopping services and
- The cooling-off period. Note:
  - Consumers can withdraw from the Service Agreement within 14 days of signing, provided they have not yet received services. They can do this by giving written or verbal notice
  - any payments made under the agreement are returned.<sup>5</sup>

If a consumer is unable or prefers not to sign the agreement, we keep a record of the reasons why to provide proof that an agreement is in place, including:

- A copy of the Service Agreement we offered to the consumer
- A file note or checklist of the discussion with the consumer about the basis of the agreement (including the date the discussion took place) in the care management system or with the agreement.

---

<sup>2</sup> Authorisation to enter into a service agreement on behalf of an older person is based on the law in their state or territory, see [Consent, Substitute Decision Makers and Advance Care Planning](#).

<sup>3</sup> Australian Government Department of Health, Disability and Ageing [Commonwealth Home Support Programme \(CHSP\) Manual](#) Published October 2025, 9.5 Service Agreements, Provision of Information and Care and Services Plans. See also [CHSP Service Agreement User Guide](#)

<sup>4</sup> Australian Government Department of Health, Disability and Ageing [CHSP Service Agreement User Guide](#), "Providers can use the Service Agreement template provided by the department."

<sup>5</sup> Australian Government Department of Health, Disability and Ageing [CHSP Service Agreement User Guide](#) Website Accessed 11 November 2025

### 3.2.1 VARIATIONS AND REVIEWS<sup>6</sup>

Where the consumer is receiving ongoing CHSP services, Julia Creek Home Care reviews consumer service agreements every 12 months or when requested by the consumer. The review considers whether any updates need to be made to the Service Agreement through a variation (that must be agreed with the consumer and their registered supporter or substitute decision maker).<sup>7</sup>

- This may be done over the phone or face to face with the consumer
- The outcome of the review is recorded in the consumers My Aged Care client record.

## 3.3 TERMINATION OF SERVICE AGREEMENTS

There are several conditions where a Service Agreement can be terminated either by a consumer or by Julia Creek Home Care, these conditions are specified on the agreement.<sup>8</sup>

### Notifying the consumer - Provider initiated cessation of services<sup>9</sup>

If Julia Creek Home Care needs to cease the delivery of services, we will notify the consumer of the decision in writing at least 14 days before services end. The notice will include:

- The reason for the decision to cease services
- The date we will cease the delivery of services
- Information about the consumer's rights in relation to ceasing services, including:
  - how to make a complaint with the Julia Creek Home Care
  - other mechanisms for making and addressing complaints such as contacting the ACQSC Complaints Commissioner
  - information about independent aged care advocates.

Julia Creek Home Care ensures there are appropriate continuity of care arrangements in place for consumers prior to ceasing services.

If the decision to cease service delivery was based on the consumer's behaviour, we may agree to continue service delivery if the behaviour changes. In this case, we will provide the consumer with written notice confirming that any previously issued termination notice no longer applies, along with the terms and conditions of the agreement to continue service delivery.

---

<sup>6</sup> Australian Government Department of Health, Disability and Ageing [Commonwealth Home Support Programme \(CHSP\) Manual 2025-2027](#) Published October 2025, 9.6 Client monitoring. See also Australian Government Federal Register of Legislation [Aged Care Rules 2025](#) 148-65 (5) & (6)

<sup>7</sup> A service agreement may only be varied without mutual consent where a provider needs to implement the A New Tax System (Goods and Services Tax) Act 1999 (GST Act). See [Aged Care Rules 2025](#) 148-65 (5)

<sup>8</sup> See also [Aged Care Rules 2025](#) 35 (Home Care)

<sup>9</sup> As per the requirements stipulated in the [Aged Care Rules 2025](#) 149-40 (Home Care)

Also see Australian Government Department of Health, Disability and Ageing Support at Home Program Manual A Guide for Registered Providers Version 4.1 October 2025, See 12.4.2 Provider initiated cessation of services.

## 4 CONSUMER FEES

### 4.1 CHSP FEES

#### 4.1.1 OVERVIEW

Julia Creek Home Care follows the Client Contribution Principles outlined in the [Guide to the National CHSP Client Contribution Framework](#).<sup>10</sup>

The principles are:

- **Consistency:** All clients who can afford to contribute to the cost of their care should do so. Client contributions should not exceed the actual cost of service provision
- **Transparency:** Client contribution policies should include information in an accessible format and be publicly available, given to, and explained to, all new and existing clients
- **Hardship:** Individual policies should include arrangements for those who are unable to pay the requested contribution due to experiencing financial hardship
- **Reporting:** Grant agreement obligations include a requirement for service providers to report the dollar amount collected from client contributions
- **Fairness:** Policies should consider the client's capacity to pay and should not exceed the actual cost to deliver the services. In administering this, service providers need to consider partnered clients, clients in receipt of compensation payments and bundling of services
- **Sustainability:** Revenue from client contributions should be used to support ongoing service delivery and expand the services providers are currently funded to deliver.

In setting our fees we follow the [CHSP National Unit Prices Ranges and Reasonable Client Contributions](#).<sup>11</sup>

Fees are usually reviewed annually, and clients are notified in writing in July of any fee changes. At least 14 days' notice of changes is provided.

Other considerations in determining fees include:

- Where consumers are receiving, or have received, compensation payments, the full cost of the service is charged.
- Consumers with similar levels of income and service usage patterns are charged equivalent fees for equivalent services
- Consumers with high and/or multiple service needs are not charged more than a specified maximum of fees in each period, irrespective of actual amounts of services used
- Solicited donations for services are considered equivalent to fees
- The fee charged for a service is all-inclusive and covers all material used in the delivery of the service
- Fee collection is administered efficiently, and the cost of administration is less than the income received from fees

---

<sup>10</sup> Australian Government Department of Health, Disability and Ageing [Commonwealth Home Support Programme \(CHSP\) Manual](#) Published October 2025 under [Appendix E – CHSP National Unit Price Ranges and Guide to the National CHSP Client Contribution Framework](#) 2.2 Client contribution principles

<sup>11</sup> Australian Government Department of Health, Disability and Ageing [Commonwealth Home Support Programme \(CHSP\) Manual](#) Published October 2025 [Appendix E – CHSP National Unit Price Ranges and Guide to the National CHSP Client Contribution Framework](#) 2. CHSP National Unit Price Ranges and reasonable client contributions

- We have a publicly available Fees Policy that includes our financial hardship policy, this is provided to potential consumers on request and to current consumers on request and via the Consumer Handbook. The Schedule of Fees is also available on request and is provided to consumers at their commencement meeting and whenever fees are changed
- Assessment of a person's capacity to pay fees is as simple and unobtrusive as possible, with any information obtained treated confidentially
- Consumers and their advocates have the right of appeal against a given fee determination.
- A fee may be payable when services are cancelled without a sufficient notification period, usually 48 hours. Clients are advised of cancellation periods and fee impacts in their Client Agreement.

#### 4.1.2 FEE REDUCTIONS

In assessing consumers' ability to pay for support the following applies:

- Consumers can request a fee reduction by completing our **Fee Reduction Application** form
- Income and expenses are assessed to determine the consumer's ability to pay based on their individual circumstances
- In cases of hardship or where consumers request assistance, the fee can be waived. Consumers are advised and reassured that support will not be refused or withdrawn if they are unable to pay the fee
- Consumers are advised of the result of their application for a fee reduction within 15 working days from the date of lodgment
- Consumers are asked to advise us within 30 days of any significant changes in their circumstances which may alter their status in relation to the payment of fees
- Consumers have the right to appeal the outcome of their **Fee Reduction Application**. See Fee Management and Hardship below.

## 4.2 FEE MANAGEMENT AND HARDSHIP ALL PROVIDERS

### 4.2.1 MANAGING OVERDUE FEES AND FINANCIAL HARDSHIP

Consumers are sent reminders if they do not pay fees as arranged or if invoices are not paid in a timely manner. If a consumer is identified as being in arrears, without prior arrangement, a senior staff member contacts the consumer and their registered supporters/ substitute decision maker to discuss the matter. The consumer is advised that they can have an advocate with them for this meeting. A payment plan or other arrangements are made to assist the consumer to meet their responsibilities regarding fee payment. Consumer financial circumstances are reassessed.

#### Financial Hardship

- CHSP consumers unable to pay their fees can apply for a fee reduction via a **Fee Reduction Application** form. (See CHSP Fees above).

#### Consumer refusal to pay fees

If, after the reassessment of the consumer's financial circumstances the consumer is considered able to pay their fees and refuses to pay, they are provided with a letter outlining the action to be taken by us. This can include cessation of services. (See Termination of Service Agreements above)

#### Appeals on fees and financial hardship decisions

Consumers can advise the relevant manager that they wish to appeal a fee determination. The manager explores and documents the reasons for the appeal. Consumers are also encouraged to provide written

information to support their appeal. The manager reviews the documentation and may meet with the consumer and/or their registered supporter/ substitute decision maker to discuss the appeal.

No consumer is disadvantaged or penalised because of lodging an appeal and, if appropriate, fees are reduced while the appeal is being considered. Consumers can request assistance to lodge an appeal and are advised that they can seek support from an independent aged care advocate at any stage of the process.

### Internal Appeals

The manager may discuss the appeal with the CEO. The decision of the manager is final and is communicated to the consumer in writing within 30 days of the date of appeal.

If the consumer remains dissatisfied after being supported to understand the reasons for the decision, we recommend they speak with an independent aged care advocate for an impartial opinion and are informed that they may also raise a complaint with the Aged Care Quality and Safety Commission's Complaints Commissioner.

### 4.2.2 PAYING FEES

Invoices are issued at the beginning of the month for services delivered in the previous month.

Consumers can pay their service contributions by setting up a direct debit or paying over the counter at the council offices by cash or EFT.

The necessary information for fee payments is included in the Client Handbook.

## DOCUMENT INFORMATION

<b>Owner**</b>	Community Services Team Leader
<b>Date Approved</b>	17 February 2026
<b>Applicable Aged Care Programs</b>	CHSP
<b>Review History</b>	Version 1.0   Developed: 17 February 2026
Date of review and summary of changes	Version 1: added service cancellation windows. Updated to reflect information in accordance with the Aged Care Act and rules.
Date of review and summary of changes	
Date of review and summary of changes	

\*\*The person responsible for ensuring the Procedure is appropriate, followed and maintained up to date.