

# Home Care Agreement

between

FiveGoodFriends Pty Ltd  
ABN 87 605 031 249

and

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**Member**



**Five.Good.Friends.**

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**PART ONE – KEY TERMS**

<b>Date of this Agreement</b>		
<b>Start Date</b>		
<b>Service Provider (We, us)</b>		Name: FiveGoodFriends Pty Ltd ABN: 87 605 031 249 Address: Level 8, 154 Melbourne Street, South Brisbane Qld 4101 Phone: 1300 787 581
<b>Member (You, your)</b>		Name: Address:  Phone: Email:
<b>Authorised Representative</b>		Name: Address:  Phone: Email:
<b>Authorised Representative's legal authority</b>		
<b>Help Plan</b>		Your Help Plan will be provided in the App which all Members and Authorised Representatives are able to access via a smart device, or via the internet. A copy of your Help Plan can be emailed or posted to you if requested.
<b>Home Care Package</b>		<input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 3 <input type="checkbox"/> Level 4
<b>Supplements</b>		<input type="checkbox"/> Dementia and cognition supplement <input type="checkbox"/> Veterans' supplement <input type="checkbox"/> Oxygen supplement <input type="checkbox"/> Enteral feeding supplement <input type="checkbox"/> Hardship supplement <input type="checkbox"/> Viability supplement <input type="checkbox"/> Top-up supplement
<b>Fees</b>	<b>Income Tested Care Fee (this is an estimate only and may change in accordance with clause 12)</b>	\$_____ per day
	<b>Interim Care Fee (whilst awaiting Income Tested Fee determination)</b>	\$_____ per day

	<b>Voluntary Contribution (towards eligible goods and services)</b>	\$_____ per day
<b>Charges and your Budget</b>		Itemised Charges to your package are available in the App which all Members and Billing Recipients are able to access via a smart device, or via the internet. A copy of your Budget will be emailed or posted to you.
<b>Default Interest Rate</b>		10% per annum

## **PART TWO – GENERAL TERMS**

### **1 Finding your way around this Agreement**

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- 1.1 The start of this Agreement has a table called Key Terms. The Key Terms is where you will find information that is specific to you.
- 1.2 There is more information at the end of this Agreement in pages called the Schedules. Where the Agreement refers to a Schedule, a reference (such as 1, 2, 3 etc.) will be included and you can find out more by reading the Schedule marked with that number.
- 1.3 If you see a word with a capital letter you can find out more about that word in the definitions in Schedule 1.
- 1.4 Schedule 1 also includes rules about how words in this Agreement will be interpreted.

### **2 Overview of this Agreement**

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- 2.1 This Agreement sets out:
- (a) how you will receive the Services set out in your Help Plan; and
  - (b) how you will pay for (or contribute to) the costs of your Services.
- 2.2 We will:
- (a) take all reasonable steps to comply with our obligations set out in this Agreement;
  - (b) deliver, or cause to be delivered, the Services you need under the terms of this Agreement and your Help Plan, for as long as you need or want, subject to your and our rights to terminate this Agreement;
  - (c) deliver, or cause to be delivered, the Services in a way that takes into account your needs and preferences.
- 2.3 You will:
- (a) pay the Fees and Charges applicable to your Services; and
  - (b) comply, to the extent within your control, with your responsibilities under this Agreement and at law.
- 2.4 If you have any concerns about the content of this Agreement, if English is your second language, or you have a vision or hearing impairment or require any special assistance, you may wish to take time to seek advice from friends, family, a financial advisor, or a legal practitioner.
- 2.5 We ask that you sign this Agreement on or before the Start Date. If you are unable to sign this Agreement it may be signed by your Authorised Representative.
- 2.6 If you do not sign this Agreement but you accept the Services, we will assume that you have read and understood and that you accept the terms of this Agreement and the Agreement will be binding as though you have signed it.

### **3 Services generally**

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- 3.1 We are an approved provider of home care services.
- 3.2 The Australian Government contributes funding for your Services under the HCP program. You may also be asked to pay Fees for the Services you receive.

3.3 There are four levels of HCPs:

- (a) Home Care Level 1 – to support people with basic care needs;
- (b) Home Care Level 2 – to support people with low level care needs;
- (c) Home Care Level 3 – to support people with intermediate care needs; and
- (d) Home Care Level 4 – to support people with high care needs.

Your HCP level as at the Start Date is recorded in the Key Terms.

3.4 We provide you with home care services on a Consumer Directed Care basis and will administer your HCP in accordance with the [Aged Care Quality Standards](#) and the [Home Care Packages Program Operational Manual](#). We will comply with our responsibilities under the Code of Conduct (Schedule 4).

3.5 Prior to the Start Date we will consult with you to determine a Help Plan appropriate for your assessed needs, goals and preferences and within the Specified Care and Services (Schedule 2). Your Help Plan will be provided in the App which all Members and Authorised Representatives are able to access via smart device, or via the internet. A copy of your Help Plan can be emailed or posted to you if requested. Your Help Plan will be emailed or posted to you if there is a change made to your Help Plan.

3.6 Any changes to your Help Plan will be implemented in a way that is consistent with your rights under the Aged Care Act and the Charter (Schedule 5).

3.7 Your rights as a HCP recipient are set out in the Charter (Schedule 5). We ask that you or your Authorised Representative sign the Charter when you sign this Agreement.

3.8 You acknowledge that we have provided you with a copy of, and assisted you to understand, the Charter and any other information we have provided in relation to your rights under the Charter (Schedule 5). You also acknowledge that you have been given reasonable opportunity to sign the Charter in the space provided in Schedule 5 of this Agreement. Although we encourage you or your Authorised Representative to sign the Charter, signing is optional, and you will be entitled to receive Services and exercise your rights under the Charter if you choose not to sign.

3.9 We have also included a copy of the Code of Conduct (Schedule 4) which describes how we, as your provider, and the people providing your care, must behave and treat you.

3.10 We will provide to you within seven days of receiving your written request:

- (a) a statement of the financial position of our home care service; and
- (b) a copy of the most recent version of our financial accounts.

3.11 We will provide information to you, in a format that is clear and easy to understand, about:

- (a) the Services available to you;
- (b) the amount of any Government subsidy available for your Services;
- (c) the Fees and Charges payable by you for your Services.

3.12 We encourage you to make informed choices about the type of Services you receive and the delivery of your Services, including who will deliver Services to you and when.

3.13 We will encourage you to identify goals which will form the basis of your Help Plan.

- 3.14 We will encourage you to determine the level of involvement you would like to have in managing your Services, taking into account that your level of involvement may vary over time as your needs and preferences change.
- 3.15 While you are encouraged to exercise choice in the type of Services you access, in some circumstances it may be necessary for us to decline a request from you, including where your request:
- (a) may cause harm or pose a threat to the health, safety or wellbeing of you, a Worker or another person;
  - (b) is for something that is outside the scope of the HCP program;
  - (c) would result in us not being able to comply with our responsibilities under any law;
  - (d) is for Services to be provided by a service provider that:
    - (i) will not enter into a suitable contract with us; or
    - (ii) has been the subject of previous difficulties or negative experiences;
  - (e) would result in you exceeding the funds available in your HCP; or
  - (f) would be contrary to your needs set out in your Help Plan.
- 3.16 You will receive the Services set out in your Help Plan from the Start Date for as long as you want, unless this Agreement ends or your Services are varied or suspended.
- 3.17 In addition to your Help Plan, we will provide you a Budget which outlines how much funding is available for your Services, the Fees you will pay and the Charges that will be made against your HCP. Your Budget will be provided via email or posted to you.
- 3.18 We will review your Help Plan with you at least once a year and make changes if required. This may include someone other than your Helper checking in with you. It may also include visits to your home and speaking with any other providers that provide Services to you in connection with your Help Plan.
- 3.19 Based on identified risk factors (such as you living at home alone with no other regular face-to-face supports), we may review your Help Plan on a more regular basis. This may include someone other than your Helper checking in with you. It may also include visits to your home and speaking with any other providers that provide Services to you in connection with your Help Plan.
- 3.20 In the event of an emergency or disaster, we will attempt to make contact with you or your Authorised Representative to discuss what essential Services you need and how those Services will be delivered to ensure your safety and wellbeing. Essential Services will be determined in accordance with our Emergency and Disaster Management Workflow.

## **4 Support at Home Program Implementation**

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### **4.1 Overview**

- (a) From 1 July 2025, the Support at Home program will commence and replace the Home Care Packages program.
- (b) We will support you to transition from the Home Care Packages Program to Support at Home.

- (c) When transitioning to the new Support at Home program you will be allocated Support at Home funding to reflect your existing Home Care Package level. Your budget will change from a monthly budget to a quarterly budget. You will receive Support at Home under the new program and rules.

**4.2 Unspent Home Care Amounts**

- (a) If we hold any Unspent Home Care Amount for you immediately before the commencement of Support at Home, your Unspent Home Care Amount will be carried over under Support at Home.
- (b) It may be necessary to draw on your Unspent Home Care Amount before accessing certain subsidies and funding under Support at Home. You consent to us drawing on your Unspent Home Care Funds (if any) in accordance with any rules made in relation to Support at Home.

**4.3 Fee Arrangements**

- (a) Your Fees and Charges may change under Support at Home.
- (b) As at the date of this Agreement, the fee arrangements for Support at Home participants depends on what the individual's status was on the date the reforms were announced (12 September 2024). The fee arrangements are expected to apply as follows:

<b>Category</b>	<b>If the individual had this status as at 12 September 2024...</b>	<b>and their fee status under Home Care Packages Program was as follows...</b>	<b>then their fee status under Support at Home will be...</b>
<b>Category A</b>	Receiving a Home Care Package, on the National Priority System or approved for a Home Care Package	Not eligible to pay an Income Tested Care Fee	No individual contributions payable
<b>Category B</b>	Receiving a Home Care Package, on the National Priority System or approved for a Home Care Package	Eligible to pay an Income Tested Care Fee	Individual contributions will be payable but a general 'no worse off' principle will apply, meaning a discounted individual contribution rate.
<b>Category C</b>	Assessed but not approved for a Home Care Package and in the queue for an income assessment	Unknown	Standard individual contribution rates under Support at Home, even if the individual starts receiving a HCP before 1 July 2025

<b>Category</b>	<b>If the individual had this status as at 12 September 2024...</b>	<b>and their fee status under Home Care Packages Program was as follows...</b>	<b>then their fee status under Support at Home will be...</b>
<b>Category D</b>	Not yet approved, assessed or on the National Priority System (that is, new entrant after 12 September 2024)	Eligible to pay an Income Tested Care Fee	Standard individual contribution rates under Support at Home, even if the individual starts receiving a HCP before 1 July 2025
<b>Category E</b>	Not yet approved, assessed or on the National Priority System (that is, a new entrant after 12 September 2024)	Not eligible to pay an Income Tested Care Fee	Standard individual contribution rates under Support at Home, even if the individual starts receiving a HCP before 1 July 2025

- 4.4 The fee arrangements described in clause 4.3 above reflect the Department's position at the time of you entering this agreement and are subject to change.
- 4.5 If your Fees and Charges are changing under Support at Home, we will consult with you about this in the lead up to Support at Home commencing from 1 July 2025.

## **5 Our remote monitoring model**

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Five Good Friends uses a unique technology to ensure Members have the best possible care and oversight. We encourage all Members to have regular check-ins at least once a month from a Helper. By joining Five Good Friends, you acknowledge that we recommend at least one visit (physical or virtual) per month from a Helper to check in on your well-being.

## **6 Nominating an Authorised Representative**

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- 6.1 You may nominate an Authorised Representative to make decisions on your behalf, such as an attorney appointed under an enduring power of attorney. The details of any Authorised Representative nominated by you are in the Key Terms.
- 6.2 If you have granted or subsequently grant someone power to make decisions on your behalf, such as an attorney appointed under an enduring power of attorney, you must tell us who this person is and give us a copy of the legal document granting them those powers.
- 6.3 Your Authorised Representative will only be able to make decisions on your behalf to the extent they are authorised under the instrument or order granting them those powers.
- 6.4 Unless and until we are notified in writing by you or your Authorised Representative that there has been a change to your Authorised Representative or the extent of their authority, we are entitled to rely on the information previously given to us.

## **7 Your rights and our obligations**

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- 7.1 We will:
- (a) comply with our responsibilities under the Code of Conduct;

- (b) treat you with respect and dignity;
- (c) provide you with the Services set out in your Help Plan;
- (d) protect your privacy and confidentially in accordance with our [Privacy Policy](#) and this Agreement;
- (e) communicate with you using your preferred method of communication;
- (f) rely on the information that you provide as being true, accurate, complete and current;
- (g) only authorise Workers to provide Services you have requested, authorised and consented to;
- (h) respond to your specific requests and requirements in the provision of Services as it relates to clinical governance and quality of care outcomes;
- (i) respect your decisions in accepting and determining Services;
- (j) assess your needs and consult with you to develop a detailed Help Plan best meeting those needs;
- (k) facilitate access to the App to access information, Services, visits and communication across the Five Good Friends community;
- (l) provide appropriate procedures, governance, training, and a consolidated invoicing service facilitating the direct exchange between you and your Helper(s);
- (m) provide necessary clinical and non-clinical oversight relevant to your care; and
- (n) seek regular feedback and reviews in relation to your experience with us and your Helper(s).

## **8 Your responsibilities**

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### **8.1 We ask that you:**

- (a) respect our Workers' human, legal and industrial rights, including the right to work in a safe environment;
- (b) treat us and our Workers without exploitation, abuse, discrimination, or harassment;
- (c) not be rude, abusive or aggressive to us or any Worker, and not permit or tolerate anyone else to be rude, abusive or aggressive to us or any Worker, or do anything to make them feel unsafe;
- (d) ensure anyone who is present when your Services are provided, or otherwise involved in your Services or care, provides the same respect and treats us and our Workers in the same way as we ask you to, as set out in this agreement;
- (e) talk to us if you have any questions, concerns or problems;
- (f) ensure you confirm with your care team that any services or items purchased and paid for by your home care package are included items and meet the requirements of the home care package guidelines;
- (g) pay your Fees, including any Voluntary Contribution, in full, and on time;
- (h) care for your own health and wellbeing, as far as you are capable;

- (i) give us enough information, including about your medical history and any current conditions, to assist us to develop, deliver and review your Help Plan;
- (j) inform us if there are changes to your medical conditions or any other matters relevant to your services or Help Plan;
- (k) allow safe and reasonable access for Workers at the times specified in your Help Plan or otherwise by agreement;
- (l) tell us straight away if you want to suspend your Services for any length of time;
- (m) tell us straight away if you are no longer approved for HCP funding.
- (n) if you change providers, tell us which date you intend to cease receiving Services from us.

8.2 This Agreement is for you. You can't transfer this Agreement or give your Services to someone else.

8.3 You acknowledge that your needs may change and that it may be necessary for us to consult with you about changes to your Services when your needs do change. You agree to cooperate reasonably with us in this consultation.

## **9 Restrictions in relation to dealing with Helpers**

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9.1 You must not (without our prior written consent) do any of the following for the No Dealing Period:

- (a) solicit, canvass, entice away or accept any approach from any Helper who has provided Services to you or had any dealings with you in the last 6 months;
- (b) employ or solicit any Services (except through us) of any Helper who has provided Services to you or had any dealing with you in last 6 months; or
- (c) encourage or otherwise assist any person or entity to do any acts referred to in this subclause.

9.2 You acknowledge and agree that these restrictions are reasonably necessary to help us protect our legitimate business interests and that the No Dealing Period is reasonable.

## **10 Complaints, advocacy, incidents and accessibility**

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You are entitled to make, without fear of reprisal, a complaint about the provision of the home care you are receiving. If you have any concerns about the care and Services you are receiving, we ask that you tell us so that we can investigate any problems. Your feedback will be respected and actioned appropriately according to our [Feedback Management Policy](#). You can make a complaint or give feedback to us directly:

- By phone: 1300 787 581
- Online: <https://www.fivegoodfriends.com.au/resources/feedback/feedback>
- In writing by addressing your letter to:

Five Good Friends  
Level 8, 154 Melbourne Street  
South Brisbane Qld 4101

### **10.1 External complaints**

In addition to the internal complaints mechanism set out in clause 10, you may also contact the Aged Care Quality and Safety Commission to make a complaint about your Services. You can contact the Aged Care Quality and Safety Commission:

- by phone: 1800 951 822
- online: <https://www.agedcarequality.gov.au/making-complaint/lodge-complaint>
- in writing by addressing your letter to:

Aged Care Quality and Safety Commission  
GPO Box 9819, in your capital city

## 10.2 Aged Care Advocacy

If you need someone to support you or speak up for you, you can get help from the Older Persons Advocacy Network. Each state operates an information and advice line available between 6am-10pm 7 days a week. Free call: 1800 700 600. You can also fill out a General Enquiry Form on the OPAN website: <https://opan.org.au/contact-us/>.

## 10.3 Incidents

Five Good Friends has a documented incident management system. Any incidents that happen in connection with your Services are taken seriously and all applicable laws and rules are applied in the management of incidents. Our Incident Management Policy is available on our [website](#) or you can contact us if you would like a copy of our policy.

## 10.4 Accessibility

- (a) If you need an interpreter, you can phone the Translating and Interpretation Service on 131 450 and ask them to put you through to the phone numbers listed above.
- (b) If you are hearing or speech impaired, you can contact the National Relay Service on 133 677 then ask for the phone numbers listed above.

## 11 Your Budget

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11.1 We will work with you to develop a Budget which will be prepared in partnership with you having regard to your goals and assessed needs, your preferences, the resources available and the Services you have selected.

11.2 Your Budget will set out:

- (a) an itemised budget for the Services to be provided as set out in your Help Plan;
- (b) the amount of the Government subsidy and any supplement payable for a calendar month;
- (c) the maximum amount of Fees and Charges payable by you in respect of a calendar month;
- (d) any Income Tested Care Fee to be payable by you, as determined by Services Australia.

11.3 Your Budget will be provided via email or posted to you if requested.

11.4 Your Budget will be provided via email or posted to you if there are any changes to your Budget.

- 11.5 We will review and, if necessary, revise your Budget, in consultation with you, if:
- (a) your level or the amount of any Government funding available to you changes;
  - (b) the Fees and Charges change; or
  - (c) you request us to do so, within 14 days of receiving your request.
- 11.6 You can ask us a question about your Budget at any time and we will help you to understand your Budget.

## **12 Fees and Charges**

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### **12.1 Your Fees**

- (a) Your Fees are your out-of-pocket costs.
- (b) The Fees you must pay include:
  - (i) the Income Tested Care Fee (if any) as determined by Services Australia from the Start Date; and
  - (ii) the Voluntary Contribution for any additional services you request and we provide.
- (c) If Services Australia has not informed you of your Income Tested Care Fee (if any) at the Commencement Date, we may ask you to pay an Interim Care Fee from the Start Date. When your Income Tested Care Fee (if any) becomes known, the Interim Care Fee may be adjusted in accordance with clause 14.
- (d) If you do not wish to disclose your financial information to us or Services Australia, we may charge you the maximum amount of Income Tested Care Fee payable under the Act.
- (e) All Fees will be invoiced monthly in arrears and must be paid by Direct Debit as set out in the Direct Debit Agreement or in another manner as otherwise directed by us from time to time.
- (f) You must give us your Direct Debit information before you commence receiving Services. If the Direct Debit Agreement is executed by your Authorised Representative, we will require evidence that the person is authorised to execute the Direct Debit Agreement on your behalf.
- (g) If you end this Agreement and have overpaid any Fees, we will refund to you any amount you have overpaid within 1 month after the date you cease receiving Services.
- (h) Further detail of your Fees is set out in your Budget.

### **12.2 Your Charges**

- (a) Your Charges are the amounts charged against your HCP budget.
- (b) Your Charges will include:
  - (i) the Charges for all Services provided, which may include a Provider Travel Fee and/or a Member Transport Fee where travel and transport Services are provided; and
  - (ii) the Charges for managing and administering your HCP, being:

- (A) a Package Management Fee; and
  - (B) a Care Management Fee.
- (c) Your Package Management Fee and Care Management Fee:
- (i) will be based on your assigned HCP level and will not exceed any maximum cap determined by the Commonwealth Government from time to time;
  - (ii) may vary depending on the level of involvement you wish to have in planning and administering your Services.
- (d) If you elect to self-manage your HCP, you agree to comply with the responsibilities as outlined in the [Self Management How-To Guide](#) in order to access the lower Charges applicable to self managed HCPs.
- (e) The Charges for common Services are set out in the Home Care Pricing Schedule in Schedule 3. Specific information about the pricing for your Services will be set out in your Budget.
- (f) Charges for Services are set by Helpers at their own discretion but we provide recommended rates for common Services in the Home Care Pricing Schedule (Schedule 3). You can negotiate your Charges directly with the Helper who provides the Services. If the Charges you agree with the Helper are different to the Charges in the Home Care Pricing Schedule (Schedule 3), you can ask your Helper to explain why the Charge is different. You can decline any Helper at any time for any reason, including their Charges for Services. Once you have agreed the Charges with the Helper, the Charges will be reflected in your Budget. When you accept the Service from our Helper, you acknowledge that you are also accepting the Charges agreed with the Helper and that your Budget will become part of this Agreement. (Schedule 3).
- (g) Charges for Services provided by Helpers will be invoiced (and charged against your package funds) by your Helper weekly in arrears.
- (h) Extra expenses, such as entrance fees, tickets, or meals incurred during Services are not included in your Fees and Charges and will be your personal responsibility.
- (i) Your Package Management Fee and Care Management Fee will be charged against your Budget weekly. If at the end of any month (except the first month), no Services have been delivered, a credit will be applied to your account to reverse the Package Management Fee for that month.
- (j) Further detail of your Charges is set out in the Pricing Schedule and your Budget.

### 12.3 Unpaid Fees and Charges and account deficit

- (a) If your account balance with Five Good Friends is less than zero dollars, Five Good Friends will generate an invoice for the amount in arrears (as a Voluntary Contribution) and you must pay the amount within 14 days to restore your account to a positive balance.
- (b) If you have any unpaid Fees or Charges that are outstanding for more than one month, you acknowledge that:
  - (i) default interest will be charged on the outstanding amount at the Default Interest Rate, accruing daily from the due date for payment until the amount is paid in full;

- (ii) we may pursue debt recovery proceedings against you (or your estate if you have passed away), unless you have been approved for financial hardship assistance from the Government.

### 13 Unspent Home Care Amount

#### 13.1 Overview

- (a) You may accumulate unspent funds under your HCP. An Unspent Home Care Amount is the difference (if any) between:
  - (i) income received via Government home care subsidy and supplements and any Fees paid by you; and
  - (ii) expenditure under your HCP.
- (b) An Unspent Home Care Amount may include a Care Recipient Portion and a Commonwealth Portion.

#### 13.2 Payment of portions

If we cease providing Services to you:

- (a) we may deduct from the Care Recipient Portion of the Unspent Home Care Amount any Unpaid Home Care Fees due and payable to us; and
- (b) we will deal with the Unspent Home Care Amount in the ways as demonstrated in the following table:

Item	If...	we must pay...	to this person...	within this period...
1	we cease to provide home care to you because of your death	the Care Recipient Portion	your estate	14 days after we are shown the probate of your will or letters of administration of your estate.
2	we are notified, within 56 days after the Cessation Day, that you have entered into a home care agreement with a new approved provider	the Care Recipient Portion	the new approved provider	70 days after the Cessation Day.
3	neither item 1 nor 2 applies	the Care Recipient Portion	the care recipient	70 days after the Cessation Day.

4	item 1 or 3 applies	the Commonwealth Portion	the Commonwealth	70 days after the Cessation Day.
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### 13.3 Notice

- (a) We will identify any Unspent Home Care Amount in your Budget and in the monthly statement provided to you.
- (b) If we cease to provide Services to you, we will give to you, (or your Authorised Representative if you have died) and/or your new provider (if applicable), a notice within 56 days after the Cessation Day:
  - (i) setting out:
    - (A) the Cessation Day;
    - (B) the Unspent Home Care Amount (which may be nil);
    - (C) the amount of the Commonwealth Portion and the Care Recipient Portion (if any);
    - (D) if any Unpaid Home Care Fees have been deducted from the Unspent Home Care Amount in accordance with clause 13.2(a);
  - (ii) explaining how the Unspent Home Care Amounts will be paid, including the applicable process and timeframes involved, as described in clause 13.2(b).

## 14 Changes to Fees and Charges

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### 14.1 Changes to Fees and adjustments for over or under payment

- (a) Your Fees may change, for example:
  - (i) your Interim Care Fee may change, but will not exceed the maximum amount set out in the Key Terms;
  - (ii) your Income Tested Care Fee (if any) may change, for example if there is a change to the assessment of your income by Services Australia, but will not exceed the maximum amount specified by Services Australia;
  - (iii) your Voluntary Contribution may change, for example if you request more or different additional services, or if the pricing for any additional services increases under clause 14.2(b)(i).
- (b) If, after the Start Date, it is determined that any Interim Care Fee you have paid is different to the Income Tested Care Fee determined by Services Australia, or that your Income Tested Care Fee should be different than the amount you have paid:
  - (i) we will calculate and generate an invoice for the underpaid amount, which you must pay within 1 month of receiving the invoice; or
  - (ii) if you have overpaid us, we will refund the overpaid amount to you or you may agree with us to set this amount off against your future Fees and Charges.

## 14.2 Changes to Fees and Charges

(a) At your request

Your Charges may change, for example if you:

- (i) request a change to the Services you receive; or
- (ii) change the way your HCP is managed.

(b) Annual increases

- (i) The pricing of Charges will increase annually taking to take into account any relevant factors including inflation and rising costs.
- (ii) This price increases may apply to all Charges, including:
  - (A) the price of the Services you receive, including any Member Travel Fees and/or Helper Travel Fees;
  - (B) the costs involved in delivering your HCP, including Care Management and Package Management Fees, which will not exceed any maximum amounts permitted under the relevant legislation;
- (iii) the amount we charge for any additional services (your Voluntary Contribution);
- (iv) Pricing for all items will be increased annually after 1 July each year, with the increase to the amount payable in the previous year to be the greater of:
  - (A) 10%; or
  - (B) the CPI for the relevant period.

CPI data is to be sourced from [www.abs.gov.au](http://www.abs.gov.au) and is to be based on Table 6401.0 - Consumer Price Index, Australia: All Groups - Weighted Average of Eight Capital Cities.
- (v) We will notify you of the adjusted price in writing before the new pricing takes effect.

(c) **Other changes to Fees and Charges**

In addition to the changes set out above, your Fees and Charges may also be changed:

- (i) from time-to-time in accordance with the Aged Care Act and/or as advised by Services Australia or the Department; and
- (ii) at any time as agreed between the parties.

Changes to your Charges will be reflected in your Budget.

## 15 Invoices and monthly statements

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- 15.1 We will provide you and your Authorised Representative, in your Five Good Friends online account and App, your weekly schedule in advance, individual weekly Helper invoices and a summary of Services in that week.

- 15.2 We will give you a monthly statement of the available funds and expenditure in respect of the Services provided to you for each month we provide you with Services. These statements are available in your Five Good Friends online account and App and you can request to receive this statement in the mail if you prefer. The statement will specify:
- (a) the amount of any Government subsidy and/or supplement paid or payable to us for you in respect of the month;
  - (b) the total amount of Fees and Charges paid or payable by you in respect of the month;
  - (c) an itemised list of:
    - (i) the care and Services provided to you during the month; and
    - (ii) any travel or Package Management for which you have been charged during the month;
  - (d) for each item of care and Services, and any travel and Package Management, the price that you have been charged in the month;
  - (e) the total of the prices of all items you have been charged for in the month;
  - (f) your home care account balance in your Home Care Account:
    - (i) immediately after the end of the previous month; and
    - (ii) immediately after the current month;
  - (g) your Unspent Home Care Amount (if any) in respect of:
    - (i) the previous month; and
    - (ii) the current month;
  - (h) the Commonwealth Portion of your Unspent Home Care Amount (if any) in respect of:
    - (i) the previous month; and
    - (ii) the current month;
  - (i) the Care Recipient Portion of the Unspent Home Care Amount (if any) in respect of:
    - (i) the previous month; and
    - (ii) the current month;
  - (j) if during the month we received an amount of the Care Recipient Portion of your Unspent Home Care Amount from another provider – the amount that was received.

## **16 Financial hardship**

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- 16.1 Please let us know if you are facing financial hardship and we will consult with you about your Fees and Charges and inform you about any financial hardship assistance you may be able to access through the Department.
- 16.2 The Department may determine that you are eligible for Financial Hardship assistance and if so, may reduce some of your Fees and Charges.

- 16.3 If you apply for Financial Hardship assistance and the Department determines that you are not eligible for Financial Hardship assistance, you remain responsible for paying your Fees and Charges in full.
- 16.4 If the Department determines that you are eligible for Financial Hardship assistance, you remain responsible for paying any Fees and Charges that have not been reduced or waived.
- 16.5 If you have been granted Financial Hardship assistance and the Department determines that you are no longer eligible for Financial Hardship assistance, you will be required to pay your Fees and Charges in full:
- (a) the day after you and us received the notice from the Department revoking the Financial Hardship assistance, if you and us receive the notice on the same day; or
  - (b) the later of those days if you and us did not receive the notice from the Department revoking the Financial Hardship assistance on the same day.

## **17 Equipment**

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- 17.1 As part of your Services, it may be necessary for us to provide certain Equipment to you, which we may do by way of hire or lease arrangements. Alternatively, we may purchase the Equipment on your behalf.
- 17.2 We reserve the right to arrange for reasonable servicing of any equipment that is hired, leased or purchases as a part of your Services. You agree to pay the servicing costs in your Budget, for an amount that we will agree with you beforehand.
- 17.3 If we purchase the Equipment on your behalf you may be required to pay a non-refundable contribution for the difference between any funding provided by the Government and the full cost of the Equipment purchased.
- 17.4 When you cease your Help Plan:
- (a) we will retain ownership of any Equipment you have hired or leased from us; and
  - (b) you will retain ownership of any Equipment you have purchased.
- 17.5 You agree that you will be responsible for any loss, damage, costs of repairs and/or replacement of Equipment we provide under this Agreement where that Equipment is damaged by:
- (a) any person, other than a Worker in the course of carrying out the Services to you; or
  - (b) any other cause whatsoever (other than by a Worker).
- 17.6 You agree to indemnify us against any claim arising as a result of injury to any person (other than a Worker) caused by the misuse or negligent use of the Equipment in connection with your Services.
- 17.7 In this clause, claim includes any claim, action, proceeding, demand, liability, obligation, cost, loss, damages or expense.

## **18 Work health and safety**

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- 18.1 You understand that your residence and the land upon which it is situated will be a workplace for Workers and is subject to relevant workplace health and safety laws.

- 18.2 You agree to be responsible:
- (a) for ensuring that we are made aware in advance of any risks associated with Workers being at the place where your Services are delivered; and
  - (b) for taking steps to ensure that any risks are rectified and addressed at your own cost.
- 18.3 You agree to allow us and/or our Worker(s), upon giving reasonable notice, to conduct an inspection of the place where your Services are delivered to assess the risks of providing Services. If you know of any risks or hazards the place where your Services are delivered you need to let us know so that we can look into it.
- 18.4 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.
- 18.5 While we acknowledge and respect your autonomy, you acknowledge that there may be occasions where we or a Worker consider it necessary to enter the place where your Services are delivered, or take other action for your well-being and safety such as contacting the police, an ambulance or your Authorised Representative. You consent to us or your Workers taking such action in circumstances where we reasonably believe that an emergency exists. Details of steps to be taken in an emergency will be set out in your Help Plan.

## **19 Medication support**

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- 19.1 As part of your Help Plan you may ask us to provide medication support to you.
- 19.2 If medication support is being provided, you understand that:
- (a) Helpers can only provide assistance in line with your Help Plan and which is consistent with their level of training, skill and competence. Additionally, Helpers can only provide assistance in accordance with any medical practitioner order and the medication packaging directions;
  - (b) Helpers may provide supervision, verbal prompting or physical assistance to you with prescription oral medication as packed in the original packaging labelled for the individual Member, sachets or a dose administration aid (such as a Webster Pack) packaged by a pharmacist;
  - (c) Helpers may provide supervision, verbal prompting or physical assistance to you for other prescription medication such as creams, patches, eye/ear drops, and inhalers;
  - (d) Helpers may provide supervision, verbal prompting or physical assistance to you for over the counter medication as directed and packed in original labelled packaging;
  - (e) Helpers cannot assist with:
    - (i) decision making relating to medication management (for example, withholding a medication);
    - (ii) schedule 8 medications which are not supplied in a dose administration aid or patch;

- (iii) any food or medication via PEG feeds or flushing tubing;
  - (iv) injections;
  - (v) any rectal or vaginal routes of medication delivery;
  - (vi) setting up or managing a syringe driver.
- (f) Helpers may require further training to provide the assistance requested; and
  - (g) Helpers may report any concerns or incidents related to medication to us, or any other person or service provider involved in your care.
- 19.3 You agree that you will be responsible for the sufficient supply and safe storage of your medications (particularly any schedule 8 medications).
- 19.4 You agree that you will keep a list of your current medications and ensure that it is readily updated by your medical practitioner.
- 19.5 You agree to inform Five Good Friends should there be any changes to your medications.
- 19.6 You agree that Five Good Friends can contact and request information about your health conditions and medications from your treating general practitioner and pharmacist.

## **20 Independent contractors and insurance**

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- 20.1 We recommend you acquire and maintain with a reputable insurer home and contents insurance and legal liability insurance at your place of residence.
- 20.2 If you request transportation Services from a Helper as part of your Services using your vehicle, you must ensure your vehicle is registered, covered by relevant third party personal insurance in the relevant jurisdiction, and is fully comprehensively insured and roadworthy for driving in Australia. You must provide Five Good Friends with documentation confirming these arrangements are in place if requested.
- 20.3 You acknowledge that the majority of the HCP services delivered by Five Good Friends are delivered by independent contractors. If you are matched with a Helper who is a contractor:
- (a) it is important that you have appropriate insurance in place, including:
    - (i) home and contents, legal liability and vehicle insurance as specified above;
    - (ii) household workcover insurance, wherever it is available in the State/Territory where you live; and
  - (b) you agree to Five Good Friends assisting or facilitating you to acquire appropriate household workcover insurance if it is available to you; and
  - (c) should a claim arise you agree to assist with facilitating a claim against any insurance you hold and participating in any investigation or other process that may be required to facilitate the claim.

## **21 Termination and assignment**

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### 21.1 If you want to end this Agreement

- (b) You may terminate 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 you specify a later date for termination.
- (c) If you decide to terminate this Agreement, you still need to pay:
  - (i) the Fees and Charges for any Services provided during the 14-day (or longer as agreed) notice period; and
  - (ii) any other Fees and Charges that are outstanding when the Agreement terminates.

### 21.2 If we want to end this Agreement

- (a) In certain circumstances, we may terminate this Agreement by providing 14 days' written notice to you. The circumstances are:
  - (i) you cannot be cared for in the community with the resources available to us;
  - (ii) you notify us in writing that you wish to move to a location where we do not provide Services;
  - (iii) you notify us in writing that you no longer wish to receive Services from us;
  - (iv) your condition changes to the extent that you no longer need Services or your needs, as assessed by an aged care assessment team, can be met more appropriately by other types of services or care;
  - (v) you or your Authorised Representative have not:
    - (A) paid, for a reason within your control, any Fees and Charges specified in this Agreement;
    - (B) negotiated an alternative arrangement with us for payment of the Fees and Charges;
  - (vi) you have:
    - (A) intentionally caused serious injury to a Worker; or
    - (B) intentionally infringed the right of a Worker to work in a safe environment; or
  - (vii) if, acting reasonably, we consider you have breached a Material Term of this Agreement, then we may give you written notice:
    - (A) if the default is capable of being remedied by you, advising you that you must remedy the default within 14 days; or
    - (B) if the default is not capable of being remedied by you, terminating this Agreement in accordance with this clause.
- (b) Obligations owed by you in relation to Fees and Charges 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 Aged Care Act and law.

- (d) In the event that any of the above situations occur, we will ensure every effort is made to transfer you to a more appropriate service or program. We will ensure your current Services remain in place until an appropriate service or program is sourced. We will work with you and the new provider to ensure your transition is smooth with minimal disruption to your care needs.

### **21.3 If we need to transfer this Agreement**

In some cases we may transfer this Agreement to someone else, for example if we sell our business or change our business structure. If we are transferring this Agreement to someone else we will give you notice in writing.

### **21.4 Termination upon your death**

This Agreement will terminate on the death of the Member, however any outstanding Fees and Charges will remain payable by the Member's estate.

### **21.5 Continuing obligations**

The obligations of the party arising before the end of this Agreement continue until they are fulfilled or otherwise terminated.

## **22 Temporary leave from Services and reduction of Services**

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### **22.1 Temporary leave from Services**

You may temporarily take leave from all of your Services. This can also be referred to as suspending your Services. If you wish to leave from your Services temporarily, you must give us no less than 24 hours' notice (except in the event of an emergency). We will consult with you about the reduction or leave from your Services and what it means for your Fees and Charges.

If you temporarily take leave from all of your Services:

- (a) you will continue to pay your Income Tested Care Fee in full for:
  - (i) up to 28 days in a row for each hospital stay;
  - (ii) up to 28 days in a row for each period of transition care;
  - (iii) up to 28 days in a financial year for any residential respite leave;
  - (iv) up to 28 days in a financial year for any social leave;after which a lower amount may be payable;
- (b) the amount of subsidy and supplements received from the Government may be reduced depending on the length of the suspension;
- (c) we will continue to record any subsidy, supplements and Fees in your monthly statement;
- (d) we will not provide any Services to you;
- (e) we will not charge you for any Services, including any Care Management Fee or Package Management Fee;

- (f) you must give us no less than seven days' notice of when you wish Services to recommence.

## 22.2 Temporary reduction of Services

You may temporarily reduce your Services by giving us no less than 24 hours' notice (except in the event of an emergency). If you temporarily reduce your Services:

- (a) this will not be considered a temporary leave from Services;
- (b) you will be charged for any Services you continue to receive;
- (c) you will continue to pay your Income Tested Care Fee in full;
- (d) you will continue to pay any Voluntary Contribution applicable to the Services you receive;
- (e) we will continue to charge you the Package Management Fee and the Care Management Fee as these services will be ongoing.

## 22.3 Calendar month where no Services are provided apart from care management

If there is a calendar month (other than the first month) where no Services are delivered apart from care management, we will charge the Care Management Fee but we will not charge the Package Management Fee.

This is different to where you have suspended your Services under clause 22.1, in which case we will not provide any Services or charge any Fees, including Care Management Fee or Package Management Fee.

## 23 Change of package level

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If during the course of the Agreement:

- (a) your care needs change;
- (b) you are assessed by an aged care assessment team as being eligible for a level of HCP other than the level set out in the Key Terms:
  - (i) the Department has determined that you are a prioritised care recipient for a level of HCP other than the level set out in the Key Terms; and
  - (ii) we have agreed to provide Services to you for a level of HCP other than the level set out in the Key Terms;
- (c) this Agreement can be varied under subclause 28.5(d) to the extent necessary to effect the change to the new HCP level.

## 24 Changing and cancelling a scheduled Service

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- 24.1 We ask that you provide reasonable notice for a change or cancellation of any scheduled Service.
- 24.2 If you request to change or cancel a scheduled Service with less than 24 hours' notice then you will be charged in full for the Service.
- 24.3 We will try to tell you at least one day before we need to change or cancel any scheduled Service. This may not always be possible, for example if there is an emergency or something happens that we are not able to control.

- 24.4 If the Helper cancels the scheduled Service with less than 24 hours' notice then we will take reasonable measures to reschedule the Service if agreeable with you or to source an alternative Helper and there will be no additional cost to you. The Helper who cancelled will not receive any payment for this cancelled Service. You agree that if an alternative Helper cannot be sourced despite reasonable endeavours then we will reschedule the Service as soon as possible.

## **25 Indemnity**

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- 25.1 You agree to the extent permitted by law to release and indemnify us and our Workers from and against any Loss, including in relation to any personal injury or property damage suffered by any person, arising from any:
- (a) performance of the Services under this Agreement;
  - (b) any claim made by or on behalf of a third party in relation to or arising out of performance of the Services under this Agreement;
  - (c) breach of your obligations under this Agreement for a reason within your control; or
  - (d) unlawful or negligent act or omission by you, your Authorised Representative or any of your visitors.
- 25.2 The indemnity provided under clause 25.1 will be reduced proportionately to the extent that the Loss or damage was contributed to by any unlawful or negligent act or omission by us or our Workers.
- 25.3 Where guarantees cannot be excluded under the Australian Consumer Law, then, to the extent permitted by the Australian Consumer Law, our liability is limited to, at our sole discretion:
- (a) in respect of goods:
    - (i) the replacement of the goods or the supply of equivalent goods;
    - (ii) the repair of the goods;
    - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - (iv) the payment of the cost of having the goods repaired.
  - (b) In respect of Services:
    - (i) the supplying of the Services again; or
    - (ii) the payment of the cost of having the Services supplied again.
- 25.4 This clause will survive expiration or termination of this Agreement.

## **26 Privacy, Confidentiality and Personal Information Consent**

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- 26.1 You and we will comply with our privacy, confidentiality and Personal Information obligations, as set out in Schedule 6.
- 26.2 We ask that you or your Authorised Representative sign Schedule 6 when you sign this Agreement.

## **27 Goods and services tax**

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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 Fees and Charges 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 of Fees and Charges is payable for any supply.

## **28 General**

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### **28.1 Electronic execution**

Without limiting any other method of signing or delivery permitted by law and subject to all applicable laws, the parties agree that:

- (a) each party may sign and deliver this document electronically;
- (b) the electronic signature, whether digital or encrypted, of a party on this document has the same force and effect as their manual or 'wet ink' signature; and
- (c) electronic transmission of a signed counterpart (whether signed electronically or otherwise) has the same effect as physical delivery of the hardcopy bearing an original manual or 'wet ink' signature of the signatory.

### **28.2 Counterparts**

This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

### **28.3 Notices**

Any notice or other written communication required under this Agreement may be given to you or your Authorised Representative.

### **28.4 Costs**

You and we will each pay our own costs of and incidental to this Agreement.

### **28.5 Variation**

- (a) This Agreement may be varied by mutual consent following adequate consultation between you and us but must not be varied in a way that is inconsistent with any applicable law, including the Aged Care Act.
- (b) Any variation may only be made if we have given you reasonable notice in writing or via electronic communication.
- (c) The Agreement may be varied if it is necessary to implement changes to the GST Act.
- (d) Any variations to this Agreement will not be inconsistent with the GST Act, or, where relevant, the Aged Care Act.

### **28.6 Governing law and jurisdiction**

- (a) This agreement is governed by and is to be construed in accordance with the laws applicable in the Australian state in which the Services are provided.

- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian state in which the Services are provided and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

#### 28.7 **Severance**

If any provision of this Agreement or its application to any person or circumstance is or becomes unenforceable, illegal or void, the remaining provisions of this Agreement shall not be affected and each remaining provision of this Agreement is enforceable to the greatest extent permitted by law.

#### 28.8 **Delegation**

We may pass on to an agent or supervisor our rights, obligations and duties under this agreement and our power to make decisions and exercise discretions.

#### 28.9 **Waiver and exercise of rights**

You and we are both entitled to exercise any right in this agreement regardless of any previous failure or delay in exercising the right. A party will not be taken to have excused future breaches of this agreement by its failure to deal with past breaches.

#### 28.10 **Entire understanding**

- (a) This Agreement contains the entire understanding between you and us as to the provision of home care services.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this agreement are merged in and superseded by this agreement and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
  - (i) affects the meaning or interpretation of this agreement; or
  - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

## **PART THREE – SIGNATURES**

### **29 Clarify terms and obtain independent advice**

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- 29.1 You acknowledge that you have had the opportunity to have this Agreement explained to you, ask questions and obtain independent advice (including legal and financial advice) and that you are satisfied with all elements of the manner in which Services will be provided to you by us.
- 29.2 By signing this Agreement, you agree that you have read and understood the nature and effect of this Agreement and you have signed this Agreement freely and voluntarily and without any influence from us or any Worker.

**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: \_\_\_\_\_

## Schedule 1 Definitions and interpretation

### Definitions

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<b>Aged Care Act</b>	means the <i>Aged Care Act 1997</i> (Cth) and includes any principles made under the Aged Care Act.
<b>Aged Care Quality Standards</b>	means the Aged Care Quality Standards in the <i>Quality of Care Principles 2014</i> (Cth).
<b>Agreement</b>	means this Agreement and includes the schedules to this Agreement.
<b>App</b>	means software applications available for use on your mobile device or other computer in relation to the Services you receive through Five Good Friends.
<b>Authorised Representative</b>	<p>means the person who, as at the time of entering this Agreement, the Member has nominated to make decisions on their behalf, who must be:</p> <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) otherwise duly appointed according to law with the authority and capacity to make decisions on behalf of the Member, including to sign this Agreement on their behalf.</li></ul> <p>The Authorised Representative has full access rights to the Member's account as if they are a Member.</p>
<b>Billing Recipient</b>	means you or the person nominated by you to receive your invoices or other financial information.
<b>Budget</b>	means the budget which sets out the Service items with unique reference numbers, the unit of measure, the quantity and the prices charged for Services and your Fees and Charges.
<b>Care Management Fee</b>	<p>means a fee we may charge for ongoing assessment and planning to ensure that the Member receives the care and services they need:</p> <ul style="list-style-type: none"><li>(a) that is undertaken on at least a monthly basis; and</li><li>(b) that includes the following:<ul style="list-style-type: none"><li>(i) regularly assessing the Member's needs, goals and preferences;</li><li>(ii) reviewing the Member's home care agreement and Help Plan;</li><li>(iii) ensuring the Member's care and services are aligned with other supports;</li><li>(iv) partnering with the Member and the Member's representatives about the Member's care and services;</li><li>(v) ensuring that the Member's care and services are culturally safe;</li><li>(vi) identifying and addressing risks to the Member's safety, health and wellbeing,</li></ul></li></ul>

and any other services permitted to be included in care management from time to time.

<b>Care Recipient Portion</b>	means the care recipient portion of the Unspent Home Care Amount as defined under the User Rights Principles and calculated in accordance with section 21CB of the User Rights Principles.
<b>Charges</b>	means the amounts we will charge you for your Services and other associated costs, as described in clause 12.2, and any other charges we are entitled to charge you under this Agreement and the Aged Care Act.
<b>Charter</b>	means the Charter of Aged Care Rights set out in the <i>User Rights Principles 2014</i> (Cth) as amended under the Aged Care Act from time to time as set out in Schedule 5.
<b>Cessation Day</b>	means the date that we cease providing Home Care to you which will be agreed between you and us in consideration of the terms of this Agreement and the Aged Care Act.
<b>Code of Conduct</b>	means the Code of Conduct that applies to approved providers of aged care and their aged care workers and governing persons, as set out in Schedule 1 of the <i>Aged Care Quality and Safety Commission Rules 2018</i> , a copy of which is included in Schedule 4.
<b>Commonwealth Portion</b>	means the Commonwealth portion of the Unspent Home Care Amount as defined under the User Rights Principles and calculated in accordance with the User Rights Principles.
<b>Consumer Directed Care</b>	means a way of delivering Home Care to you under your HCP, taking into account your needs and preferences.
<b>Default Interest Rate</b>	means the interest rate detailed in the Key Terms.
<b>Department</b>	means the Commonwealth Department of Health and Aged Care.
<b>Direct Debit Agreement</b>	means a direct debit form or agreement we require you to complete from time to time to facilitate payment of Fees.
<b>Equipment</b>	means any equipment in connection with providing your Services.
<b>Fees</b>	means your out of pocket costs as described under clause 12.1 and any other fees we are entitled to charge you under this Agreement and the Aged Care Act.
<b>Financial Hardship</b>	means financial hardship as determined under the provisions of the Aged Care Act.
<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>Help Plan</b>	means the Help Plan, available in the App or provided upon request, which is for care needs you have been assessed as requiring at the time you entered into this Agreement and includes any variations to the Help Plan which may occur from time to time.
<b>Helper</b>	means the person or persons authorised and verified by us to provide Services to you, and who may be an employee, independent contractor, or an employee of an independent contractor.
<b>Home Care</b>	means a package of personal care services and other personal assistance provided to the Member at home and delivered under the Aged Care Act.
<b>Home Care Account</b>	means the account that arises under section 48-14 of the Act, which records your home care subsidy amounts.
<b>Home Care Package / HCP</b>	means a package of Home Care to support a Member for which care subsidy and supplements may be payable by the Commonwealth Government.
<b>Home Care Pricing Schedule</b>	means the Home Care Pricing Schedule set out in Schedule 3, as amended from time to time.
<b>Income Tested Care Fee</b>	means any income tested care fee you are assessed by Services Australia as being eligible to pay, which will be set out in the Key Terms if known at entry, and is subject to change.
<b>Interim Care Fee</b>	means the interim care fee set out in the Key Terms, if any.
<b>Key Terms</b>	means the Key Terms set out in the beginning of this Agreement.
<b>Loss</b>	means any loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, assessment, demand, action, suit, claim, proceeding, cause of action or liability of damages incurred by a person, and includes the cost of any action taken by a person to protect itself against any loss or to preserve any right it has under this Agreement and any associated legal fees and disbursements on a full indemnity basis.
<b>Material Breach</b>	means a persistent and serious breach of a Material Term of this Agreement and any other fundamental breach that goes to the very essence of this Agreement and which the Member has failed to remedy despite having been given reasonable opportunity by Five Good Friends to do so.
<b>Material Term</b>	includes: (a) clause 12 regarding Fees and Charges; (b) clauses 7 and 9 regarding your conduct; (c) clause 18 regarding health and safety; and (d) clause 20 regarding independent contractors and insurance.
<b>Member</b>	means you, the person named as the Member in the Key Terms.
<b>Member Transport Fee</b>	means a fee we may charge you for any travel within a Service.

<b>No Dealing Period</b>	means, the period during which you are receiving Services from a Helper and 6 months thereafter.
<b>Package Management Fee</b>	<p>means a fee we may charge for package management, which:</p> <p>(a) means the activities that we are required to undertake, by or under the Act:</p> <ul style="list-style-type: none"><li>(i) in managing the provision of a package of care and services to a care recipient to whom we provide, or are to provide, home care; and</li><li>(ii) in managing the quality of the care and services including in the package; and</li></ul> <p>(b) does not include Care Management.</p> <p>Note: Package Management includes, for example: activities to comply with our accountability responsibilities, activities required to comply with the Quality Standards, making claims for subsidy, preparing budgets and preparing financial information statements, activities required when conducting an assurance review and any other services permitted to be included in package management from time to time.</p>
<b>Personal Information</b>	has the same meaning as it has in the <i>Privacy Act 1988</i> (Cth).
<b>Provider</b>	means us, the organisation named in the Key Terms, that will administer your Home Care Package on the terms of this Agreement.
<b>Provider Travel Fee</b>	means a fee we may charge you for travel to a Service.
<b>Service(s)</b>	means the care, supports or Services provided to you by us, a Helper and/or third party provider.
<b>Services Australia</b>	means Services Australia, the Government Agency responsible for administering Centrelink.
<b>Specified Care and Services</b>	means the specified care and services available at any level of HCP as amended by the Department from time to time. A copy of the Specified Care and Services, current at the date of this Agreement, is attached at Schedule 2.
<b>Start Date</b>	means the date that you are first entitled to receive Services, as set out in the Key Terms.
<b>Unpaid Home Care Fees</b>	means any unpaid Fees and Charges owing to us under this Agreement when we cease providing Home Care to you.
<b>Unspent Home Care Amount</b>	means the amount worked out which is calculated in accordance with the User Rights Principles on the Cessation Day.
<b>User Rights Principles</b>	means the <i>User Rights Principles 2014</i> (Cth), as amended from time to time.
<b>We, us, our, Five Good Friends</b>	means the Provider set out in the Key Terms and its successors and assigns.

**Worker**

means a person authorised and verified by us to provide your Services or who carries out work in any capacity for Five Good Friends and includes:

- (a) a Helper;
- (b) an employee of Five Good Friends;
- (c) a person otherwise engaged (including on a voluntary basis) by Five Good Friends;
- (d) a person employed or otherwise engaged (including on a voluntary basis) by a contractor or sub-contractor of Five Good Friends and that person provides care or other Services to the Member through Five Good Friends; and
- (e) a person who is an independent contractor engaged by Five Good Friends.

**You, your**

means the Member set out in the Key Terms and, where applicable, includes the Member's Authorised Representative.

## Interpretation

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In this Agreement, unless the contrary intention appears:	10	a reference to any legislation or statutory instrument or regulation is construed in accordance with the <i>Acts Interpretation Act 1901</i> (Cth) or the equivalent State legislation, as applicable, and includes a reference to an enactment, amendment or consolidated statute and any enactment substituted for the enactment and all legislation and statutory instruments issued under, such legislation or provision;
1 headings are for ease of reference only and do not affect the meaning of this Agreement and do not form part of the clause;		
2 the singular includes the plural and vice versa and words importing a gender includes other genders;		
3 words used in this Agreement and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings;	11	words and expressions defined in the <i>Corporations Act 2001</i> (Cth) as at the date of this Agreement have the meanings given to them in the <i>Corporations Act 2001</i> (Cth) at that date;
4 a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of, schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures attached to this Agreement;	12	words and expressions defined in the Aged Care Act, if not already defined in this Agreement have the meanings given to them in the Aged Care Act;
5 a reference to '\$', '\$A', 'dollar' or 'A\$' is a reference to Australian currency;	13	each clause in this Agreement is not, except where expressly provided, limited in meaning or effect by any other clause in this Agreement;
6 a reference to a specific time for the performance of an obligation is a reference to that time in the state, territory or other place where that obligation is to be performed;	14	any agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty entered into by a party for or with another person binds them jointly and severally and an agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty in favour of a party for or with another person is for the benefit of them jointly and severally. A release given to the other person shall not release the party from any other obligation. The granting of time or another indulgence to another person will not release the party of its obligations under this Agreement;
7 a reference to a right includes a benefit, remedy, authority, discretion and power;		
8 a reference to a party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors administrators and assigns;		
9 words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies;	15	if the day on which:  (a) anything, other than a payment, is to be done is not a business day, that thing shall be done on the preceding business day;  (b) a payment is to be made is not a business day it shall be made

- on the next business day but if the next business day falls in the next calendar month it shall be made on the preceding business day; and
- (c) if an act, other than a payment or the giving of a communication, is required to
- 16
- be done on a particular day and the act is done after 5pm on that day, it will be deemed to have been done on the following day;
- time is of the essence in the performance of this Agreement.

## Schedule 2 Home Care Specified Care and Services

This Annexure contains:

- the care and services that an approved provider of home care may provide;
- the support services that an approved provider of home care must provide; and
- the items that must not be included in a home care package.

### Part 1 Care and Services that may be provided

The following table specifies the care and Services that a provider may provide.

<b>Care and services that may be provided</b>		
<b>Item</b>	<b>Service</b>	<b>Content</b>
1	Personal services	Personal assistance, including individual attention, individual supervision and physical assistance, with: (a) bathing, showering including providing shower chairs if necessary, personal hygiene and grooming, dressing and undressing, and using dressing aids; and (b) toileting; and (c) dressing and undressing; and (d) mobility; and (e) transfer (including in and out of bed).
2	Activities of daily living	Personal assistance, including individual attention, individual supervision and physical assistance, with communication including assistance to address difficulties arising from impaired hearing, sight or speech, or lack of common language, assistance with the fitting of sensory communication aids, checking hearing aid batteries, cleaning spectacles and assistance in using the telephone.
3	Nutrition, hydration, meal preparation and diet	Includes: (a) assistance with preparing meals; and (b) assistance with special diet for health, religious, cultural or other reasons; and (c) assistance with using eating utensils and eating aids and assistance with actual feeding, if necessary; and (d) providing enteral feeding formula and equipment.
4	Management of skin integrity	Includes providing bandages, dressings, and skin emollients.
5	Continence management	Includes: (a) assessment for and, if required, providing disposable pads and absorbent aids, commode chairs, bedpans and urinals, catheter and urinary drainage appliances and enemas; and (b) assistance in using continence aids and appliances and managing continence.
6	Mobility and dexterity	Includes: (a) providing crutches, quadruped walkers, walking frames, walking sticks and wheelchairs; and (b) providing mechanical devices for lifting, bed rails, slide sheets, sheepskins, tri-pillows, and pressure relieving mattresses; and (c) assistance in using the above aids.

## Part 1A Support services that must be provided

The following table specifies the support services that an approved provider of a home care service must provide.

Support services that must be provided		
Item	Column 1 Service	Column 2 Content
1	Care management	<p>Ongoing assessment and planning to ensure that the care recipient receives the care and services they need:</p> <ul style="list-style-type: none"> <li>(a) that is undertaken on at least a monthly basis; and</li> <li>(b) that includes the following:                             <ul style="list-style-type: none"> <li>(i) regularly assessing the care recipient's needs, goals and preferences;</li> <li>(ii) reviewing the care recipient's home care agreement and care and services plan;</li> <li>(iii) ensuring the care recipient's care and services are aligned with other supports;</li> <li>(iv) partnering with the care recipient and the care recipient's representative' about the care recipient's care and services;</li> <li>(v) ensuring that the care recipient's care and services are culturally safe;</li> <li>(vi) identifying and addressing risks to the care recipient's safety, health and wellbeing.</li> </ul> </li> </ul>

## Part 2 Support Services that may be provided

The following table specifies the support Services that a provider may provide

Support services that may be provided		
Item	Service	Content
1	Support services	<p>Includes:</p> <ul style="list-style-type: none"> <li>(a) cleaning; and</li> <li>(b) personal laundry services, including laundering of care recipient's clothing and bedding that can be machine-washed, and ironing; and</li> <li>(c) arranging for dry-cleaning of care recipient's clothing and bedding that cannot be machine-washed; and</li> <li>(d) gardening; and</li> <li>(e) medication management; and</li> <li>(f) rehabilitative support, or helping to access rehabilitative support, to meet a professionally determined therapeutic need; and</li> <li>(g) emotional support including ongoing support in adjusting to a lifestyle involving increased dependency and assistance for the care recipient and carer, if appropriate; and</li> <li>(h) support for care recipients with cognitive impairment, including individual therapy, activities and access to specific programs designed to prevent or manage a particular condition or behaviour, enhance quality of life and provide ongoing support; and</li> <li>(i) providing 24-hour on-call access to emergency assistance including access to an emergency call system if the care recipient is assessed as requiring it; and</li> <li>(j) transport and personal assistance to help the care recipient shop, visit health practitioners or attend social activities; and</li> </ul>

<b>Support services that may be provided</b>		
<b>Item</b>	<b>Service</b>	<b>Content</b>
		(k) respite care; and (l) home maintenance, reasonably required to maintain the home and garden in a condition of functional safety and provide an adequate level of security; and (m) modifications to the home, such as easy access taps, shower hose or bath rails; and (n) assisting the care recipient, and the homeowner if the home owner is not the care recipient, to access technical advice on major home modifications; and (o) advising the care recipient on areas of concern in their home that pose safety risks and ways to mitigate the risks; and (p) arranging social activities and providing or coordinating transport to social functions, entertainment activities and other out-of-home services; and (q) assistance to access support services to maintain personal affairs.
2	Leisure, interests and activities	Includes encouragement to take part in social and community activities that promote and protect the care recipient's lifestyle, interests and wellbeing.

### Part 3 Clinical Services

The following table specifies the clinical Services that a provider may provide.

<b>Clinical services</b>		
<b>Item</b>	<b>Service</b>	<b>Content</b>
1	Clinical care	Includes: (a) nursing, allied health and therapy services such as speech therapy, podiatry, occupational or physiotherapy services; and (b) other clinical services such as hearing and vision services.
2	Access to other health and related services	Includes referral to health practitioners or other related service providers.

### Part 4 Excluded items

The following table specifies the items that must not be included in the package of care and Services provided.

<b>Support services</b>		
<b>Item</b>	<b>Service</b>	<b>Content</b>
1	Excluded items	The following items must not be included in the package of care and services provided under section 13: (a) use of the package funds as a source of general income for the care recipient; (b) purchase of food, except as part of enteral feeding requirements; (c) payment for permanent accommodation, including assistance with home purchase, mortgage payments or rent; (d) payment of home care fees; (e) payment of fees or charges for other types of care funded or jointly funded by the Australian Government; (f) home modifications or capital items that are not related to the care recipient's care needs;

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**Support services**

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<b>Item</b>	<b>Service</b>	<b>Content</b>
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|  |  | (g) travel and accommodation for holidays;<br>(h) cost of entertainment activities, such as club memberships and tickets to sporting events;<br>(i) gambling activities;<br>(j) payment for services and items covered by the Medicare Benefits Schedule or the Pharmaceutical Benefits Scheme. |
|--|--|---|
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### Schedule 3 Home Care Pricing Schedule

Pricing Schedule Last Updated on 1 January 2025

This Schedule provides information on the median price for common services you can access through a Home Care Package at Five Good Friends. Pricing can vary based on geography. Actual costs are confirmed in your Individual Budget and all Helper contracts are published and accessible via the Five Good Friends app. The costs will be deducted from your overall package budget. There are many other services you can access through a Home Care Package that are not listed below. This may include allied health services, home maintenance, aids or equipment which may form part of your Help Plan. Services delivered as part of your Help Plan are mostly GST-free. For further information, please see our full price list or contact us directly.

#### Provider Information about Service Delivery and Pricing

Approximate Home Care Package Amount		Level 1	Level 2	Level 3	Level 4
Home Care Package funding	Annual	\$10,687.20	\$18,793.85	\$40,905.55	\$62,013.50
Home Care Package funding	Per fortnight	\$409.92	\$720.86	\$1,568.98	\$2,378.60
Basic Daily Fee paid by you	Per fortnight	\$0	\$0	\$0	\$0

*Note: you may be required to make a contribution to the cost of your care by paying an Australian Government Income Tested Care Fee and/or Basic Daily Fee. You can also voluntarily contribute additional funds towards your care. The Home Care Package funding amounts are current as at 1 January 2025. Further information about your contributions is available on My Aged Care.*

#### Care Management

*Care management is an important service that includes the design, oversight, and coordination of care and services that will help you deliver on the goals you identified in your Help Plan. Every Home Care Package, including those being self-managed, will require some level of care management. Five Good Friends incorporates its unique remote care monitoring technology, Lookout, as part of its care management model and price.*

Approach to care management		<i>Five Good Friends assigns every Member to a care team. The care team comprises of a qualified health professional as a care specialist, a local community nurse, a care coordinator, and a workforce coordinator. This team are supported by the insights provided by our remote care monitoring platform, Lookout, and work together to ensure your care is optimised to provide the best possible outcomes. Care management is unlimited when fully managed by Five Good Friends. Self-managed pricing may decrease based on level of input by you.</i>			
		Level 1	Level 2	Level 3	Level 4
Fully managed by provider	Per fortnight	\$64	\$108	\$254	\$374

Fully managed by provider	Approx. no. hours per fortnight	1	2	3.5	5
Self-managed by you	Per fortnight	\$11	\$22	\$44	\$77
Self-managed by you	Approx. no. hours per fortnight	0.25	0.5	0.75	1.25

Price for Common Services	How the provider delivers services	Standard Hours	Non-Standard Hours	Saturday	Sunday	Public Holiday
Personal care (Per hour)	<i>Five Good Friends use a combination of employees and verified contractors across the country and prices will vary based on your specific location.</i>	\$62.00	\$62.00	\$85.00	\$115.00	\$135.00
Nursing (Per hour)		\$135	\$135	-	-	-
Cleaning and household tasks (Per hour)		\$62.00	\$62.00	\$85.00	\$115.00	\$135.00
Light gardening (Per hour)		\$62.00	\$62.00	\$85.00	\$115.00	\$135.00
In-home respite (Per hour)		\$62.00	\$62.00	\$85.00	\$115.00	\$135.00

Other Costs		Level 1	Level 2	Level 3	Level 4
Approach to Package Management	Package management is the ongoing administration and organisational activities associated with ensuring the smooth delivery and management of your Home Care Package. It includes, for example: activities to comply with our accountability responsibilities and the Aged Care Quality Standards, coordinating services, making claims for subsidy, preparing budgets and financial information statements, and managing third party products and services.				
Package management	Per fortnight	\$48	\$90	\$208	\$306
Staff travel costs to visit you	Per km	\$0.99			

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**Full Price List**

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URL	<a href="https://www.fivegoodfriends.com.au/aged-care-services">https://www.fivegoodfriends.com.au/aged-care-services</a>
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**Provider contact details**

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Email	<a href="mailto:care@fivegoodfriends.com.au">care@fivegoodfriends.com.au</a>
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Phone	1300 787 581
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The contracted price for your services may differ from the published price in our Home Care Pricing Schedule (set out in this Annexure), for example for the following reasons:

1. The contract price for your services may increase or decrease depending on the level of self-management you choose to undertake for your Home Care Package.
2. The contract price for your services may increase or decrease depending on the Helper who you are matched with. These rates are published in real time in the Five Good Friends app as you are matched with a Helper.

The contracted price for your services is detailed in your individualised budget and you can ask questions at any time.

## **Schedule 4 Code of Conduct**

### **The Code of Conduct for Aged Care**

People who provide care, supports and services in the aged care sector must:

- a) act with respect for people's rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions
- b) act in a way that treats people with dignity and respect, and values their diversity
- c) act with respect for the privacy of people
- d) provide care, supports and services in a safe and competent manner, with care and skill
- e) act with integrity, honesty and transparency
- f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of care, supports and services
- g) provide care, supports and services free from:
  - (i) all forms of violence, discrimination, exploitation, neglect and abuse
  - (ii) sexual misconduct
- h) take all reasonable steps to prevent and respond to:
  - (i) all forms of violence, discrimination, exploitation, neglect and abuse
  - (ii) sexual misconduct.

## Schedule 5 Charter of Aged Care Rights



Australian Government  
Department of Health



Australian Government  
Aged Care Quality and Safety Commission

# 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.

### Consumer

### Provider

Consumer (or authorised person)'s signature (if choosing to sign)

Signature and full name of provider's staff member

Full name of consumer

Name of Provider

/ /

Full name of authorised person (if applicable)

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

/ /

Date on which the consumer (or authorised person) was given the opportunity to sign the Charter

## **Schedule 6**

### **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.

**Signed by Member**

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

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

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

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

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