

Direct Care Australia

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SERVICE AGREEMENT

PERSONS MAKING THE AGREEMENT

The following is a service agreement between Direct Care Australia Pty Ltd and:

PARTICIPANT NAME:	
NDIS NUMBER:	
DATE OF BIRTH:	
ADDRESS:	
EMAIL:	
CONTACT PHONE NUMBER:	
PARENT / REPRESENTATIVE: <i>(where applicable)</i>	
ALTERNATIVE PHONE NUMBER	

In order to better support you, particularly when providing Support Coordination, it can be helpful for us to be aware of your disability. We understand if you wish for this to remain private. Would you like to disclose your disability? **YES / NO**

If yes, please state here _____

DURATION OF THE AGREEMENT / PLAN DATES

This Service Agreement is for the Participant stated above, and is for the following period:

START DATE:	
FINISH DATE:	

Please note, if your plan goes into review within the above dates, we will contact you asking for verbal consent to continue this service agreement, and record new plan dates below:

NEW START DATE:	
NEW FINISH DATE:	
DATE OF CONSENT:	

1. PRIVACY AND CONSENT

I give consent to Direct Care Australia Pty Ltd to use and retain information and to disclose information (including assessments) if required and as deemed necessary. I consent to my contact details being supplied to providers for the purpose of arranging relevant supports and service agreements (*adhering to 2.21 Privacy and confidentiality policy*) **YES / NO**

I understand I can withdraw consent at any time.

2. PURPOSE OF THE AGREEMENT

This Service Agreement is made for the purpose of providing support under the Participant's National Disability Insurance Scheme (NDIS) plan, according to the rules and the goals of the National Disability Insurance Scheme Act 2013 (NDIS Act).

A copy of the Participant's NDIS plan is attached to this Service Agreement **YES / NO**

The Parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

- Support the independence and social and economic participation of people with a disability
- Enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

3. SUPPORTS TO BE PROVIDED

The Service Provider agrees to provide the Participant the supports as outlined on page 3.

All prices are GST free, and include the cost of providing the supports.

Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports), are the responsibility of the Participant (of the Participant's parent / carer / representative), and are not included in the cost of the supports. Examples include, entrance fees, event tickets, meals, etc.

Plan Management – Improved life choices YES / NO

Make service bookings in NDIS Myplace portal for funding categories shown as Plan Managed

- Receive, check and allocate participant support invoices to correct category and lodge with NDIS portal for payment
- Pay your providers
- Monitor participant funding budgets and provide monthly statements of expenditure.

Fees for Plan Management are a set monthly amount as per current NDIS Price Guide, claimed by Direct Care Australia monthly in arrears, and appearing on your statement as Improved Life Choices.

Participant or their Support Coordinator are expected to provide the Plan Manager with expected invoices / supports, and query any unknown amounts shown on participants monthly statement.

Please note, it is not the role of a plan manager to provide supports as outlined below in Coordination of Supports.

If you **do not** have Support Coordination funding in your NDIS plan yet require support, Direct Care Australia can provide this service from ‘*Self-Management Capacity Building*’ from the *Assistance with Daily Life* category from *Core* funding, charged at an hourly rate as per the current NDIS price guide.

Self-Management Capacity Building Support required? YES / NO

Coordination of Supports - Support Coordination YES / NO (only if included in plan)

- Help participants understand their plans and what supports funding can be used for
- Establish connection between participant and provider
- Set up plan budgets for each category and the duration of the plan
- Provide interim case note reports to NDIS
- Help prepare for yearly plan reviews and reviewing of goal setting and achievements

Support Coordination could entail:

- Meetings, emails and phone calls with you and/or your informal supports
- Meetings, emails, and phone calls with any of your support providers
- Report writing
- Case notes
- Incident reporting

Fees for Support Coordination are charged at an hourly rate as per NDIS Price Guide and has already been included in your plan. They will appear on your monthly statement as supports provided. You can request further detail at any time.

Travel may be charged for up to 60 minutes per participant per day, as per current NDIS Price Guide.

4. RESPONSIBILITIES OF THE SERVICE PROVIDER

The Service Provider agrees to:

- Provide supports that meet the Participant's needs at the Participant's preferred times;
- Inform Participant of their right to 'choice and control';
- Communicate openly and honestly in a timely manner;
- Treat the Participant with courtesy and respect;
- Consult the Participant on decisions about how supports are provided;
- Upon request, give the Participant information about managing any complaints or disagreements, as per our Complaints management policy.
- Listen to the Participant's feedback and resolve problems quickly;
- Give the Participant a minimum of 24 hours' notice if the Service Provider has to change a scheduled appointment to provide supports;
- Give the Participant the required notice if the Service Provider needs to end the Service Agreement (see Section 7 – Changes to or Ending this Service Agreement for more information);
- Protect the Participant's privacy and confidential information;
- Maintain all qualifications, licenses and accreditation required to provide the service;
- Provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law;
- Keep accurate records on the supports provided to the Participant, and
- Issue regular statements of the supports delivered to the Participant.

5. RESPONSIBILITIES OF THE PARTICIPANT OR REPRESENTATIVE

The participant has the right to be treated with dignity and respect, and to be supported in their choice of supports and providers.

The **Participant / Participant's Parent / Carer / Representative** agrees to:

- Inform the Service Provider about how they wish the supports to be delivered to meet the Participant's needs;
- Treat the Service Provider with courtesy and respect;
- Talk to the Service Provider if they have any concerns about the supports being provided;
- Consider providing feedback with services you receive to enable us to continually improve and deliver a better service;
- Not perform any illegal activity while Direct Care Australia are providing a service to you;
- Give the Service Provider the required notice if the Participant needs to end the Service Agreement (see *Section 7 – Changes to or Ending this Service Agreement*); and
- Let the Service Provider know immediately if the Participant's NDIS plan is suspended or replaced by a new NDIS plan or the Participant stops being a participant in the NDIS.

6. PAYMENTS

The Service Provider will seek payment for their provision of supports after satisfactory delivery. If the Participant is self-managed, invoices will be sent to the participant upon delivery of supports, and payment is expected within 14 days.

7. CHANGES TO OR ENDING THIS SERVICE AGREEMENT

If changes to the supports or their delivery are required, the Parties agree to discuss and review this Service Agreement. The Parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the Parties.

Should either Party wish to end this Service Agreement they must give four (4) weeks' notice in writing. If either party seriously breaches this Service Agreement the requirement of notice will be waived.

8. GOODS AND SERVICES TAX (GST)

For the purposes of GST legislation, the Parties confirm that:

- A supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant's NDIS plan currently in effect under section 37 of the NDIS Act;

9. POLICIES, PROCEDURES AND COMPLAINTS

Direct Care Australia have policies and procedures in place, adhering to NDIS Quality & Safeguards Commission regulations. Some policies, including Feedback and Complaints are available on our website at www.directcare.com.au/contact/feedback. Alternatively, hard copies can be provided upon request by contacting feedback@directcare.com.au.

10. CONFLICT OF INTEREST DISCLAIMER

The NDIS Terms of Business for Registered Providers require providers to have policies (*Conflict of interest policy 2.7*) about potential conflicts of interest in service delivery. Direct Care Australia and its team members will:

- ensure that when providing support to participants under the NDIS, including when offering Plan Management or Support Coordination services, any conflict of interest is declared and any risks to participants are mitigated
- Ensure that advice to a participant about support options (including those not delivered directly by Direct Care Australia) is transparent and promotes choice and control.

AGREEMENT SIGNATURES

The Parties agree to the terms and conditions of this Service Agreement.

PARTICIPANT / REPRESENTATIVE NAME:	
SIGNATURE:	
DATE:	

SERVICE PROVIDER:	Direct Care Australia Pty Ltd
CONTACT DETAILS:	Caterina Sestili 0411 640 322
SIGNATURE:	
DATE:	