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Differently Abled People
Association Inc.



Service Agreement

Terms And Conditions

Agreement Details

Dates:

This agreement starts on the start date that it is signed by both Parties. Unless it is ended earlier or extended by mutual agreement (with 30 days notice provided), this agreement ends on the date on which the Participant's latest NDIS plan ends, or the finishing date for any fee-for service supports agreed to be provided under this agreement, whichever is the later.

This Service Agreement is made for the purpose of providing supports under the participant's NDIS plan.

A copy of the participant's NDIS funded plan is attached to this Service Agreement.

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 disability, and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

Responsibilities of the provider

The provider agrees to:

- once agreed, provide supports that meet the participant's needs at the participant's preferred times
- in consultation with the participant, appropriate staff will be selected to provide the support listed in this agreement
- 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
- give the participant information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant)
- listen to the participant's feedback and resolve problems quickly
- give the participant a minimum of 24 hours notice if the provider has to change a scheduled commitment to provide supports
- give the participant the required notice if the provider needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
- protect the participant's privacy and confidential information
- 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
- issue regular invoices and statements of the supports delivered to the participant as per the Terms of Business for Registered Providers.

- where required by NDIA regulations and guidelines, a risk assessment and mitigation plan will be performed and a copy of which will be provided to the participant
- review the provision of supports at least quarterly with the participant to ensure that support is being provided in accordance with the agreement
- where home support is provided additional supervised monthly review to ensure that the support has been provided in accordance with the agreement
- co-ordinate with any separate support provisioned by non-DAPA service providers

Responsibilities of the participant/participant's representative

The participant/participant's representative agrees to:

- inform the provider about how they wish the supports to be delivered to meet the participant's needs
- treat the provider with courtesy and respect
- talk to the provider if the participant has any concerns about the supports being provided
- give the provider a minimum of 48 hours' notice if the participant cannot make a scheduled commitment; and if the notice is not provided by then, the provider's cancellation fees policy will apply, of the agreed scheduled services rates for that day to be paid in full.
- give the provider the required notice if the participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information), and
- let the 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.
- a minimum of a two hour shift booking and maximum shift of 12 hours including breaks.
- all staff attendances for assessment, client induction & training, interview & introductions, care planning and care provision incur agency charges, with a minimum of two hour charged for periods less than two hours.
- comply with all legal obligations imposed under federal and / or state legislation
- provide a work environment that is compliant with Work Health and Safety Standards and laws.
- provide at their cost all equipment and aids required for the care practice, safety and emergency. DAPA has a "no lift" policy and lifting hoists and slings must be provided by the client if required.
- provide at their cost all materials and supplies required for the care, including safety and emergency items including disposable gloves, disposable aprons, etc.
- In the event that the original named professional(s) is unavailable for an assignment, the Agency will endeavour to provide a replacement professional(s) and inform the Client of the change.
- The agency does NOT supply staff with the view for direct employment by the client. In the event that the Client employs a DAPA staff member directly you will be charged 15% of Annual Salary and superannuation, if that staff

member has been sent to you within the previous twelve months. This is to offset recruitment costs and reimbursement to the agency for the loss of a valuable staff member. The client will advise the agency of the offer to employ one of our agency staff in order to arrange effective release dates.

Expenses Not Included In Supports

- Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of the participant and are not included in the cost of the supports.
- Examples include Life Style Activities of entrance fees, amusements, event tickets, leisure, recreational for participant and support staff, and subscriptions, personal possessions.
- Examples include Accommodation Operating Activities of meals, refreshments, rewards & incentives, transport & petrol costs, personal toiletries, clothing, personal electrical & electronics items, bed & bath linen, daily pocket money, household cleaning materials, yard maintenance, etc.

Payments

The provider will seek payment for their provision of supports after the participant / participant's representative confirms satisfactory delivery.

Please advise how your NDIS funds are being managed and thus billed, in respect to the following options.

1. Self-Managed by the Participant

When the participant has chosen to self-manage the funding for the NDIS supports provided under this Service Agreement. After providing supports, Differently Abled People Association Inc will send the participant an invoice for those supports for the participant to pay. The Participant will pay the invoice by either EFT (Electronic Funds Transfer) or cheque within 7 days of the invoice date.

Payment by Electronic Funds Transfer

Pay to Differently Abled People Association Inc

Bank & Branch: Westpac Bank, Flemington

BSB: 032-373

Account No. 208951

Comment: put Invoice Number & Client (Participant) name

Email payment confirmation to: accounts@dap.asn.au

NOTE: When making payment please use the invoice number as the reference number.

2. Managed by a Plan Nominee:

The participant's Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, the provider will send the participant's Nominee an invoice for those supports for the participant's Nominee to pay. The participant's Nominee will pay the invoice by either EFT (Electronic Funds Transfer) or cheque within 7 days of the invoice date.

3. Managed by the National Disability Insurance Agency:

The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the NDIA.

4. Managed by a Registered Plan Management Provider:

The participant has nominated the Plan Management Provider to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the Registered Plan Management Provider.

Payment by Electronic Funds Transfer

Pay to Differently Abled People Association Inc

Bank & Branch: Westpac Bank, Flemington Market,

BSB: 032-373

Account No. 208951

Comment: put Invoice Number & Client (Participant) name

Email payment confirmation to: accounts@dap.asn.au

Notes:

1) If any NDIS supports are paid directly to the Participant or Participant's Representative, they will be treated in the same way as self-managed supports, even if the Participant's other supports are managed by the NDIA. For example, if the Participant receives NDIS funding for transport directly into their bank account, the Participant will be invoiced directly by DAPA for transport services that DAPA has agreed to provide as part of the Participant's NDIS supports.

2) If the Participant or the Participant's Representative wishes DAPA to provide the Participant with *additional services* in addition to those described in the Schedule of Supports, then details of those services and supports, and the fees to be charged by DAPA for the provision of those services and supports, must be set out in an Appendix to this Service Agreement.. DAPA may increase these fees by giving the Participant and the Participant's Representative one month's notice of the increased fees.

3) If any invoice is not settled in full when due (including as a result of there being insufficient funds in the bank account nominated on the direct debit authorization form) DAPA will send a reminder notice to the Participant or the Participant's Representative, as applicable. If the invoice is still not settled in full within 14 days after the reminder notice has been sent then DAPA may stop providing any of the services or supports that the Participant or the Participant's Representative has to pay for directly.

Cancelation Policy

Should DAPA cancel a Participant's support outside the required notice period, then DAPA will reschedule the support as a priority.

Should a Participant fail to cancel the support within the required notice or fails to keep the schedule arrangement for the support DAPA will make every effort to reschedule the appointment providing DAPA has the available resources to provide the support. If this is not possible a cancelation fee may apply in accordance with the NDIA Price Guide. DAPA arranges it, and this cost will be invoiced to the customer at the appropriate billing rate. Should the customer cancel numerous times, up to

eight times in a year, the DAPA may notify the NDIA that the Participant is at risk of not receiving the budgeted supports as a Plan review might be necessary.

Changes to 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.

Ending this Service Agreement

Should either party wish to end this Service Agreement they must give 1 month notice.

If either party seriously breaches this Service Agreement the requirement of notice will be waived.

DAPA will stop providing NDIS supports if funding for those supports through the NDIS ceases to be available for any reason, including if the Participant's NDIS plan is suspended or the Participant stops being a participant in the NDIS, or if the Participant's NDIS plan allowances are exhausted.

Note that the Participant will be ultimately responsible for paying for any costs for supports which you have agreed to that are more than the funds available in your NDIS Plan

Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can talk to *President of DAPA* on (02) 80900706, email president@dap.asn.au or post to *Differently Abled People Association Inc. P. O. Box 528, Ryde, NSW 1680.*

If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can talk to *Executive Committee of DAPA* 97635702, email to president@dap.asn.au or post to *Differently Abled People Association Inc. P. O. Box 528, Ryde, NSW 1680.*

If the participant is not satisfied or does not want to talk to this person, the participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting ndis.gov.au for further information. Full details of the many resources for feedback and complaints are listed in the back section of the DAPA Handbook.

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;
- the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and

- the *[participant/participant's representative]* will immediately notify the provider if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.