

Participant Service Agreement



This Service Agreement:

- a) Is made for the purpose of providing supports to the person identified as the “Participant” below; under the Participant’s National Disability Insurance Scheme (NDIS) Plan.
- b) Sets out the terms for services provided in the Schedule of Supports (Annexure A) to be provided to the Participant.
- c) Has been negotiated with the Participant and all parties signatory to the Service Agreement.
- d) May be reviewed at any time by any of the parties with responsibilities indicated on this Agreement or those Representatives with decision-making capacities related to the Participant (e.g. guardian, power of attorney).
- e) Is effective from the commencement date as outlined in Section 1 below and remains in place whilst the Participant is in receipt of NDIS services from The Support People Pty Ltd, the “Provider”.
- f) Is published on the Provider’s website www.thesupportpeople.com and will be updated with any Services Agreement changes. Participants with an existing Service Agreement may not be issued with a new Service Agreement when changes are made.

1. Date of Agreement

This Agreement commences from:

___/___/___

2. Parties to the Agreement

This Agreement is made between:

_____ referred to within as “Participant”

and

The Support People Pty Ltd (Provider)



3. Key Supported Decision Maker/s (if applicable):

If the Participant has a key person or representative who supports them in their decision making around Services (e.g. a plan nominee/manager, advocate, parent etc) who is party to this Agreement please provide their details here:

Name:	
Relationship to Participant:	
Phone Number:	
Email:	

4. NDIS Registration Numbers

Participant:	
Provider:	4050014270

5. Participant's Details

Address:	
Home Number:	
Mobile:	
Email:	

6. Schedule of Supports

The Provider will provide services up to the maximum set out in the Schedule of Supports (Annexure A).

The Provider will create Service Bookings for the provision of National Disability Insurance Agency (NDIA) supports. The Provider is unable to provide supports unless there is an active and sufficient service booking.

7. Fees for Supports

The Provider will invoice for the services rendered as set out in the Schedule (Annexure A) on an arrears basis, based on the NDIS Price Guide rate applicable to the date on which the service is provided.

The Provider is compliant with the Temporary Transformation Payment (TTP) terms set out in the NDIS Price Guide and as such is entitled to use the TTP and price limits. The Provider will apply the TTP to relevant services where applicable.



Travel provisions to provide personal care, community access or capacity building will be claimed as set out in the relevant NDIS Price Guide.

All prices are inclusive of GST (if applicable). 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 reasonable and necessary supports specified in the statement of supports 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 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.

Additional charges that are not included as part of the Participant's NDIS Plan will be payable and invoiced directly to the Participant.

8. Personal Expenses

The Provider will not be involved in the personal expenses or costs of Participants that are incurred (for example but not limited to – meals, movie tickets, entrance fees). These are the responsibility of the Participant to purchase at their discretion.

9. Participant Rights

As the service provider, the Provider has a commitment to ethical practice and supports the Participant's rights to:

- Full and effective participation and inclusion in the community.
- Participate in decisions about their life.
- Understand information to make informed life choices.
- Be treated with dignity and respect.
- Be free from discrimination.
- Be free from physical, sexual, emotional and verbal abuse.
- Receive sufficient information about services and terms of use.
- Receive quality services and supports that are appropriate to the Participant's needs.
- Privacy and confidentiality.
- Access information that is held about the Participant.
- Information on how to lodge a complaint if unhappy with any aspect of service.
- Have complaints dealt with fairly and promptly.
- Appeal decisions made about the Participant and to have the appeal dealt with fairly.
- A safe and healthy environment within the service and facilities.

10. Participant Responsibilities

The Participant undertakes to:



- Give the Provider complete and accurate information about the Participant and their situation.
- Communicate with the Provider to develop a plan for the delivery of supports to meet the Participant's needs and provide information necessary for the safe and efficient delivery of supports.
- Inform the Provider as soon as possible of any incidents, problems, concerns, or complaints with staffing, supports and/or activities provided.
- Give the Provider feedback about service and how it can work better.
- Inform the Provider if the Participant's NDIS Plan is suspended or replaced with a new NDIS Plan, if the NDIS Plan payment method changes or if the Participant stops being a participant in the NDIS.
- Respect and treat staff and other clients well, and encourage friends, visitors, guests and other family members to treat workers with respect and courtesy.
- Refrain from offering gifts to staff members or making loans of money or goods and abiding by the Provider's policy on smoking and refraining from smoking near staff.
- Take reasonable care to not damage property or assets of the Provider.
- Notify the Provider within the required notice period if a service is no longer required (either in a one-off or ongoing basis).

11. Provider Responsibilities

The Provider undertakes to:

- Provide services up to a maximum as set out in the Schedule.
- Work within a person-centred philosophy that puts the Participant's goals and aspirations, and right to decision-making, at the forefront.
- Collaborate with the Participant and their family or other supporters/representatives, as identified in Section 2 of this Agreement, on decisions about how the supports are provided.
- Treat the Participant, their family and friends with courtesy and respect.
- Inform the Participant of their rights with respect to service delivery.
- Communicate openly and honestly about issues to do with the services provided.
- Address incidents, complaints and resolve problems in a timely and professional manner.
- Within the constraints of the fees provide agreed supports that are flexible, maximise Participant choice and control and enhance quality of life.
- Train and supervise staff to provide a high standard of service.
- Ensure appropriate employee probity clearances are in place.
- Respect the Participant's privacy and keep Participant's information confidential.
- Respond in a timely and professional manner to any inquiries regarding invoice details.
- Provide supports in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013*, and keep accurate records on the supports provided.

12. Assistance with Daily Personal Activities to Participants who Live Alone

If the Participant lives alone and will be receiving assistance with daily personal activities (Registration Group O107) by a sole support worker, the provider will:



- Will make reasonable effort to involve the Participant in selecting their worker by considering their needs and preferences (including preferred gender);
- Ensure the support worker has appropriate qualifications, skills and experience.
- Where appropriate, and with the Participant's consent, engage with other providers who may be involved in providing supports to the Participant to share information and meet the Participant's needs.
- Seek formal feedback from the Participant regarding their level of satisfaction with the type, quality and frequency of personal support being provided. As far as practicable, this will be face-to-face communication with the Participant within their home. Based on an assessment of the Participant's risk factors, this will occur at a frequency of:

[Redacted]

- Supervise and monitor the performance of the support worker to ensure the Participant's safety and well-being, by conducting visits to the participant's home (as far as practicable) to undertake in-person supervision of the support worker. Based on an assessment of the Participant's risk factors, this will occur at a frequency of:

[Redacted]

13. New NDIS Plans – Continuity of Supports

Due to Participant's new NDIS Plans not being available until the new plan start date and the Provider's requirements to prepare a new Schedule of Supports purchased under each new plan, the Provider will continue to provide and claim/invoice for essential core supports based on the Participant's previous Schedule (Annexure A) whilst the new Schedule is being prepared.

The Provider hereby notifies that we will either:

- a) If NDIA Managed
Create an interim booking for the Participant's essential core supports and claim to the NDIS Portal; or
- b) If Plan Managed Externally
Invoice the Participant's Plan Manager; or
- c) If Self-Managed
Invoice the Participant directly.

14. Plan Gaps and Plan Extensions

Where the NDIA:

- a) Extend the Participant's NDIS Plan beyond the Agreement (dates on the Schedule) with the Provider; or
- b) Where there is a 'gap' between NDIS plans

The Provider hereby notifies that it will either:



- a) Claim to the NDIS portal where sufficient funds are available; or
- b) Invoice the NDIA directly; or
- c) Invoice the Participant directly.

15. Payments

The rate charged for supports will be based on the NDIS Price Guide applicable to the date on which the service is provided.

The Provider will seek payment for the provision of supports to the Participant outlined in the Schedule through one of the following methods:

NDIA Managed:

If 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.

Plan Managed:

If the Participant has nominated a Plan Management provider 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 Plan Management provider. The participants Plan Management provider will pay in accordance with the terms of the invoice.

By signing this agreement, the Participant consents to the Provider and current, or past, plan manager(s) sharing information related to the Participant's supports, funding and accounts.

Self-Managed:

If the Participant has chosen to self-manage the funding for supports provided under this Service Agreement, after providing those supports, the Provider will send the Participant an invoice for those supports for the Participant to pay. The Participant will pay in accordance with the terms of the invoice.

16. Cancellations/Rescheduling/Exiting

The period of notice for cancelling, rescheduling or exiting each service will be communicated through the Client Services Manager and available through rostering staff as required.

No notice or notice outside of the timeframes will incur cancellation fees applicable to the equivalent cost of the support as prescribed by the NDIA, set out in the relevant NDIS Price Guide. Cancellation periods for the Provider's services will align with the terms available in the relevant NDIS Price Guide and are subject to change based on the most current price guide.

If the Participant does not attend an activity or for a scheduled support without contacting the Provider, we will attempt to contact them.

If a Participant is frequently cancelling supports, the Provider may notify the Participant's Support Coordinator, Plan Nominee or other supporter/representative as nominated in Section 2 of this



Agreement that the Participant is at risk of not receiving supports, in case the Participant needs further assistance.

If the Provider needs to cancel a service booking, the Participant will not be charged. The Provider will endeavour to rearrange an alternative service booking for the Participant at a time convenient to both parties.

17. Supported Independent Living – Irregular Supports

If the Participant is receiving Supported Independent Living under a Roster of Care, the Provider will claim for Irregular SIL supports using the relevant support item in the NDIS Price Guide. Irregular SIL supports are unplanned events that disrupt supports initially planned for in the SIL budget via the Roster of Care. Examples of situations where Irregular SIL supports would be required include a participant falling ill or the cancellation of a day program, so that the Participant is in the home and requires SIL supports that were not initially planned for.

18. Ending this Service Agreement

Either party may terminate this Agreement by giving the other party 14 days' notice in writing.

19. Privacy

To provide services to the Participant, the Provider collects and uses personal information, including sensitive information. The Provider is committed to the proper handling of personal information in accordance with the Australian Privacy Principles in the *Privacy Act 1988*.

A copy of the Client Intake Pack, containing "Your Privacy" Statement, has been provided.

20. Feedback/Complaints/Disputes

If the Participant has a concern about the services provided, it is important to contact the Provider. Complaints are important – they help improve the service offering.

The Provider encourages the Participant to raise concerns or complaints by contacting the person listed in the contact details section of this Agreement (Section 17).

If the Participant feels the Provider has been unable to resolve a concern or complaint, then the Participant should seek further support. A family member, friend or an independent advocate can support the Participant in making a complaint. For further information see the Advocacy Information Sheet provided.

Unresolved complaints about the Provider's service can also be directed to the NDIS Quality and Safeguards Commission by phoning 1800 035 544 (free call from landlines).



21. Nominated Contacts

For matters relating to this Agreement (including complaints and incidents) is:

Name:	
Position:	Client Services Manager
Phone:	1300 94 67 37
Email:	

For matters relating to the Participant's day to day support arrangements is:

Name:	Rostering
Phone:	1300 94 67 37

For matters relating to billing or invoices is:

Name:	Accounts Department
Phone:	1300 94 67 37
Email:	accounts@thesupportpeople.com

22. Acceptance of Service Agreement

The Participant has received a copy of:

- Client Intake Pack (Reference Code 170.00)

<i>Name of Authorised Provider Representative</i>	<i>Name of Participant or Participant's Representative</i>
<i>Signature of Authorised Provider Representative</i>	<i>Signature of Participant or Participant's Representative</i>
Date: ___/___/___	Date: ___/___/___

A copy of this Agreement has been provided to the Participant and/or the Participant's Representative.

*The Provider will accept this document as signed, through an email or verbal acceptance from the Participant and/or Participant's Representative.