

Effective Date

1 July 2021

1. The NDIS and Service Agreements

The Provider and Participant create a Service Agreement which is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) plan.

The Participant's NDIS plan contains important information about their supports that the Provider will need to know to set up a Service Agreement. The Participant is welcome to give the Provider a copy of their NDIS plan. The Participant does not need to do this, however the Provider will need to ask the Participant questions about their funding and plan dates so that the Provider can provide supports to them.

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.

All supports that will be delivered under an NDIS Service Agreement will be related to the Participant's disability support needs. If the Provider cannot provide a support because it is not related to the Participant's disability support needs, the Provider will try to explain if and where the Participant can get that support, when possible.

2. Responsibilities of the Provider

The Provider agrees to:

- provide the Participant with a copy of their Service Agreement whenever it is created or updated, and advise them how they can sign and return it
- review the provision of supports at least every three (3) months with the Participant
- once agreed, provide supports that help to meet the Participant's needs at agreed times
- 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
- talk to the participant if the provider has any concerns about the supports being provided
- give the Participant information about managing any complaints or disagreements and details of the Provider's cancellation policy

- listen to the Participant's feedback and try to resolve problems quickly
- give the Participant a minimum of 48 hours' notice – when possible – if the Provider has to change or cancel a scheduled appointment to provide supports
- give the Participant at least seven (7) days' notice – when possible – if the Provider needs to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information)
- give the participant at least 14 days' notice when the provider needs to update a Service Agreement or create a new Service Agreement
- explain to the participant the reasons why Jesuit Social Services would end a Service Agreement
- 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 [National Disability Insurance Scheme \(Supports for Participants\) Rules 2013](#), and 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.

3. Responsibilities of the Participant/Participant's Representative

The Participant/Participant's Representative agrees to:

- sign and return Service Agreements, or advise the Provider in writing that they approve of the Service Agreement, within 14 days. If the Participant do not advise that they approve of a Service Agreement, they Provider will take this as meaning that the Participant consents to continue receiving and being charged for those supports in the proposed terms.
- 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 two (2) clear business days' notice if the Participant cannot make a scheduled appointment; and if the notice is not provided by then, the Provider's cancellation policy will apply
- give the Provider at least 14 days' 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.
- confirm information about supports the Provider has delivered, when requested, to enable the provider to receive payment from the Participant's NDIS plan.

4. Payments

If the Participant has chosen to self-manage any parts of the funding for NDIS supports, after providing those supports, the Provider will send the Participant an invoice for those supports for the Participant to pay. The Participant will pay the invoice by an agreed method (for example: cash, cheque or electronic funds transfer) within 14 days.

If the Participant's Nominee manages any parts of the funding for NDIS supports, 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 an agreed method (for example: cash, cheque or electronic funds transfer) within 14 days.

If the Participant has nominated the NDIA to manage any parts of the funding for supports, after providing those supports, the Provider will claim payment for those supports from the NDIA.

If the Participant has nominated a Registered Plan Management Provider to manage any parts of the funding for NDIS supports, after providing those supports, the Provider will claim payment for those supports from the Registered Plan Management Provider.

5. Changes to these Terms and Conditions

These Terms and Conditions are subject to change in line with changes to rules in the NDIS Price Guide and legislation. Changes to these Terms and Conditions will be published on the Provider's website and the Provider will always charge using the advertised Terms and Conditions. The Provider will notify the Participant in writing when there is a change to these Terms and Conditions.

6. Changes to Service Agreements

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

7. Ending Service Agreements

Should either party wish to end a Service Agreement they must give one (1) months' notice.

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

8. Claiming for supports

The Provider will claim for supports using the support items and prices set out in the NDIS Price Guide after supports have been provided to the Participant. Prices are subject to change in line with changes to the NDIS Price Guide. Changes to the prices the Provider charges will be published on the Provider's website and the Provider will always charge using these advertised prices.

9. Metropolitan, Remote and Very Remote supports

The Provider will claim using the appropriate Metropolitan, Remote or Very Remote rates according to the rules set out in the NDIS Price Guide. The provider will determine the price to be used based on the location of the supports that are being provided according to the Modified Monash Model (MMM) 2019 version. For example, if the Provider travels to provide support to the Participant then the rate will be used based on the location that the Provider travelled to.

10. Non-face-to-face support

As well as the supports delivered directly to the Participant, the Provider may provide additional supports that will be billed to the Participant's NDIS plan. These supports include – but are not limited to – preparation for meetings, report writing, care planning and review, meeting and communicating with other people who support the Participant.

11. Additional expenses

Additional expenses (i.e. things that are not included as part of a Participant's funded NDIS supports) are the responsibility of the Participant/Participant's Representative and are not included in the cost of the supports. Examples of additional supports include – but are not limited to – entrance fees, event tickets, meals and coffee. The Provider will discuss additional expenses with the Participant and may request that the participant pays for these or discuss alternative activities that do not incur an expense to the Participant or Provider.

12. Provider travel

In line with the rules set out in the NDIS Price Guide, the Provider will charge for the time spent travelling to provide supports to the Participant.

When the Provider travels to provide Core supports to the Participant, they will charge up to a maximum of 30 minutes in MMM1-3 areas or 60 minutes in MMM4-5 areas to travel **to** the appointment. If the provider travels for less time than this maximum allowance, they will only charge for the actual time spent travelling.

When the Provider travels to provide Capacity Building supports to the Participant, they will charge up to a maximum of 30 minutes travel in MMM1-3 areas or 60 minutes travel in MMM4-5 areas to travel **to** the appointment, **plus** up to 30 minutes travel in MMM1-3 areas or 60 minutes travel in MMM4-5 areas to travel **from** the appointment back to their workplace. If the provider travels for less time than this maximum allowance, they will only charge for the actual time spent travelling.

13. Cancellation Policy

The Provider's Cancellation Policy is in accordance with the NDIS Price Guide. Where the Participant provides a Short Notice Cancellation (or no show) the Provider will claim 100% of the agreed fee associated with the activity from the Participant's plan, subject to the terms of the NDIA Price Guide.

A cancellation is a Short Notice Cancellation if the Participant:

- does not show up for a scheduled support within a reasonable time, or is not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support; or
- has given less than two (2) clear business days' notice for a support that meets both of the following conditions:
 - the support is less than eight (8) hours continuous duration; AND
 - the agreed total price for the support is less than \$1000; or
- has given less than five (5) clear business days' notice for any other support.

If there are frequent Short Notice Cancellations during the course of an agreement, the Provider will try to work with the Participant to understand why they are occurring and whether they can be reduced with alternative support arrangements.

14. Group-based supports

When the Provider is delivering group based supports within the *Assistance with Social, Economic and Community Participation* support category, the Provider will charge each Participant for these supports using the appropriate line item to reflect the size of the group being supported.

When the Provider is delivering group based supports that are not within the *Assistance with Social, Economic and Community Participation* support category, the Provider will charge for group-based supports in accordance with the rules set out in the NDIS Price Guide. If the Provider is delivering supports to a group of Participants, the Provider will charge the appropriate NDIS support item and split the cost between each Participant in the group.

15. High Intensity Supports

The Provider may charge for High Intensity supports (Level 1, Level 2 or Level 3), depending on the support needs of the participant and the skills and experience of the worker delivering the support. The provider will consider charging for High Intensity Supports when:

- frequent (at least one (1) instance per shift) assistance is required to manage challenging behaviours that require intensive positive behaviour support; and/or
- continual active support is required due to high medical support needs (such as unstable seizure activity or respiratory support).

The provider will charge the level of High Intensity support based on the classification of the worker delivering the support:

- **Level 1** will be charged where the worker's award is below a Social and Community Services Employee Level 2 under the Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS Award);
- **Level 2** will be charged where the worker's award is above a Social and Community Services Employee Level 2 (at the maximum pay point) up to a Social and Community Services Employee Level 3 (at the minimum pay point) under the SCHADS Award;
- **Level 3** will be charged where the worker's award is above a Social and Community Services Employee Level 3 (at the minimum pay point).

16. Feedback, complaints and disputes

If the Participant wishes to give the Provider feedback, is not happy with the provision of supports or wishes to make a complaint, the Participant can talk to:

- a worker or manager they are comfortable with, OR
- Call, fax or email:

General Manager Practice Development & Innovation

Jesuit Social Services

PO Box 271, Richmond VIC 3121

Ph: (03) 9421 7600

Fax: (03) 9421 7699

Email: jss@jss.org.au (Attention: General Manager Practice Development & Innovation)

If the Participant is not satisfied or does not want to talk to a representative of the Provider, the Participant can contact the NDIS Quality and Safeguards Commission by calling 1800 035 544 or by completing a complaint form at www.ndiscommission.gov.au/about/complaints.

If the Participant would like support from an advocate to talk about the NDIS supports they are receiving, they can find an advocate using the National Disability Advocacy Program by visiting <https://www.dss.gov.au/our-responsibilities/disability-and-carers/program-services/for-people-with-disability/national-disability-advocacy-program-ndap>.