Individual Perpetual Service Agreement for Supports under the NDIS

Contents

Privacy and confidentiality 3

Responsibilities of Provider 4

Responsibilities of Participant/Participant's Representative 4

Schedule of Supports 4

Cancellations 4

Additional Fee/Charges 5

Administrative Fees and Charges 5

Overdue Accounts 5

Expiration of Support Funding 5

Goods and services tax (GST) 6

Payments 6

Changes to support in this Service Agreement 7

Termination Policy 7

Temporary Absence Policy 7

Emergency and Disaster Management 7

Feedback, complaints and disputes 7

Contact details 9

Agreement signatures 9

NOTE: ***A Service Agreement can be made between a Participant and a Provider or a Participant's representative and a Provider. A Participant's representative is someone close to the Participant, such as a family member or friend or someone who manages the funding for supports under a Participant's NDIS plan/fee for service.***

Parties

This Service Agreement is for Blank, a participant in the National Disability Insurance Scheme and is made between:

Participant Name	
NDIS Number	
Participant's Representative	

and

Provider	You Connect NDIS Registration number: 4050000435

The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) plan.

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.

Privacy and confidentiality

You Connect will need to collect personal information about you which will assist us to give you the best care possible. This information will be stored in your personal record and will remain confidential as far as is legally permissible. You Connect will write to advise you if your personal information becomes compromised.

You Connect complies with State / Territory and Commonwealth legislation regarding:

- Collection, use and disclosure of your personal information
- Your rights to access your personal information
- Your right to withdraw consent to the release of personal information at anytime

You are entitled to request access to your information, ask for information and ask for amendments to be made to information that may be incorrect or out of date.

There may be occasions when it is beneficial to you if we are able to inform family, doctors, hospital staff, support coordinator, school and other service providers in regards to your health and services being delivered.

Responsibilities of the Provider

You Connect agrees to:

- review the schedule of supports outlined in the service agreement at least every 12 weeks
- provide supports to meet the participants needs at a time that is agreed upon by both parties
- communicate openly and honestly in a timely manner
- treat the Participant with courtesy and respect
- give the Participant information about managing any complaints or disagreements and details of the provider's cancellation policy (refer to below)
- listen to the Participant's feedback and resolve problems quickly
- give the Participant notice before 3pm the day prior to support if the Provider has to change a schedule appointment to provide supports
- give the Participant 4 weeks notice if the Provider needs to end the Service Agreement (see 'Termination Policy' on page 7)
- 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, and
- issue regular invoices and statements of the supports delivered to the Participant.

Responsibilities of 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
- notify the provider before 3pm the day prior to support 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 the required notice if the Participant needs to end the Service Agreement (see 'Termination Policy' 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
- pay invoices issued by the provider on a timely basis.

Schedule of supports

The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

Cancellations

As per the NDIS Pricing Arrangements and Price Limits, You Connect will charge 100% of the agreed fee associated with the activity from your plan where you have provided a short notice cancellation (or a no show).

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 seven (7) clear days' notice for a support

Where a participant will not be available to receive support for a period of more than 5 days (e.g. supported holiday, family holiday) You Connect requests that a minimum of 4 week's notification is provided. Failure to notify You Connect of

an extended absence will result in You Connect making claims for payment of schedule of scheduled supports to meet industrial relations obligations to staff.

Additional Fees/Charges

If services provided by You Connect at the request of the Participant/Participant's representative exceed the allocated NDIS funding, it is the Participant/Participant's representative's responsibility to pay the outstanding balance in accordance with the specified NDIS fee structure.

Additional expenses not specified in the Schedule of Supports are the responsibility of the Participant/ Participant's representative and will be charged directly to the Participant/Participant's representative. For example entry fees, event tickets, meals and accommodation for both you and your support worker. Transport in a provider's vehicle will be charge at a rate of $1 per kilometre (+GST) as well as any parking costs.

For services provided as fee for service, You Connect may alter the private fees and charges in line with the financial year, and will provide customers with four (4) week's notice prior to implementing any revised rates.

Administrative Fees and Charges

A minimum of 4 hours will be charged on a initial commencement of a Service Agreement; for all required reporting, meetings, phone calls, client management, service management, NDIS reporting requirements, administrative management and any other administrative or reporting requirements.

This will be charged as 4 hours of support and is a once off payment requirement of a new service agreement.

Overdue Accounts

In the event payments for supports are not received within 14 days from the issue date of each invoice the payments will be considered overdue and supports for the Participant will not be provided until such time as the account is sufficiently settled.

The provider has the right to have payment on all invoices issued (being current) to Participant/ Participant's provider for invoices issued for supports provided.

The provider has the right of civil law and business law to recover debt against participant/participant provider for invoices issued for supports provided.

Expiration of support funding

In the event that the Participant's allocated support funds for any of the support items included in the Participant's plan are exhausted or expire prior to the Participant's schedule review with the NDIA, You Connect will make contact with the Participant (or Participant's Representative if applicable) to identify and negotiate alternative arrangements for reimbursement of support costs incurred as part of the Participant's schedule of supports.

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; and
- 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.

PAYMENTS - Please select one option

☐ **NDIA Managed**

The provider will seek payment for their provision of supports after the participant or their representative confirms the delivery of supports.

The participant has nominated the NDIA to manage the funding for supports provided under this service agreement. After providing those supports, You Connect will claim payment for those supports from the NDIA. Invoices will be issued directly to the NDIA.

☐ **Self Managed**

The provider will seek payment for their provision of supports after the participant or their representative confirms the delivery of supports.

The participant has chosen to self-manage the funding for NDIS supports provided under this service agreement. After providing those supports, You Connect will send the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by Cheque/Direct Deposit/Direct Debit/Credit Card within 7 days.

☐ **Plan Management Provider**

The provider will seek payment for their provision of supports after the participant or their representative confirms the delivery of supports.

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

A signed copy of the Service Agreement will be provided to the Plan Manager by You Connect once parties have agreed to services.

☐ **Fee for service**

The provider will seek payment for their provision of supports after the participant or their representative confirms the delivery of supports.

The participant has chosen to pay for the supports provided under this service agreement. After providing those supports, You Connect will send the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by Cheque/Direct Deposit/Direct Debit/ Credit card within 7 days.

You Connect may increase NDIS price limits in line with the financial year and/or when an updated NDIS price guide is released from the NDIA. You Connect will work with you to discuss these changes and work within the terms of the current NDIS package.

Changes to Supports in this Service Agreement

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

Termination Policy

Should either Party wish to end this Service Agreement they must give 4 weeks notice.

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

If You Connect does not provide notice in the time specified, You Connect will be responsible to provide missed/cancelled supports at no additional cost to the Participant at another time suitable to both parties.

Temporary Absence Policy

If the participant is in the hospital for an extended period but still intends to return to You Connect, You Connect may charge **holding fees** (up to 14 days per the NDIS Pricing Arrangements and Limits).

Emergency and Disaster Management

You Connect understand your safety is of paramount importance. You Connect has established emergency and disaster plans for each of our services in the event of an emergency or disaster (examples such as fire, flood, or pandemic).

Where we deliver SIL services for our clients, we have site-based disaster contingency plans in place for extreme weather events. These site-based plans are supported by Personal Emergency Evacuation Plans where required, such as for clients using wheelchairs and other equipment.

Our COVID response unit oversees a range of other measures and procedures to manage COVID related risks and positive cases, including but not limited to training, PPE, hygiene, and infection controls.

We follow our hygiene, cleaning and infection control procedures when providing support. Additionally, if an emergency or disaster eventuates while delivering supports to a client our response may include contacting emergency services, providing first aid, enacting a personal evacuation plan or an individual client support plan as agreed to between you and You Connect, and as relevant to the type of supports provided.

Please contact You Connect on admin@you-connect.com.au if you would like further details of our Emergency and Disaster Management Plans relating to your individual service

Feedback, complaints and disputes

If the Participant wishes to give the Provider feedback, the Participant can contact You Connect on (02) 4346 1111 and request to speak to a manager.

If the Participant is not happy with the provision of supports and wishes to make a complaint, the Participant can contact You Connect on (02) 4346 1111 and request to speak to the service coordinator. If the service coordinator is unable to provide assistance, it will be escalated to the abilities manager. If the abilities manager is unable to provide assistance it will be escalated to the Chief Executive Officer.

If the complaint/dispute remains unresolved and is of a serious nature you may choose to write to the NDIS Quality and Safeguards Commission 1800 035 544 or www.ndiscommission.gov.au

Contact details

The Participant / the Participant's representative can be contacted on:

Participant	
Carer / Guardian	
Contact number	
Email	
Address	

The Provider can be contacted on:

Contact name	
Contact number	
Email	
Address	

Agreement signatures

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

☐ I understand the terms and conditions of this contract and understand that I am entering into a binding contract with You Connect.

You Connect Contact Name
Position

Date

Signature
Participant / Participant's representative

Date