

Terms and Conditions

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.

Depending on your Supports the following may apply:

Schedule of Supports:

The provider agrees to provide the participant with the supports outlined in the Service Agreement. 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. Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of the participant or participant's representative and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

Non Face-to-Face Supports:

As well as direct service provision, non-face-to-face support provision can be claimed when a support item ("the primary support") is Assistance to Access Community, Social and Recreational Activities category, group and centre based activities. Non-face-to-face support provision include, but is not limited to, researching activities, sourcing venues, activity set up, purchase items required, preparing visuals, transport coordination, writing communication notes and reports.

Temporary Transformation Payment (TTP)

TTP is a special NDIS pricing arrangement paid by the NDIA to service providers. Interchange as providers of attendant care and community participation supports meet the eligibility criteria to access the price limit through a Temporary Transformation Payment as per the NDIS Price Guide.

The Establishment Fee: (will be identified above in the Service Agreement)

The Provider can charge against a plan if assisting a new Participant, who is new to NDIS and new to the provider, as per the NDIS Price Guide.

Responsibilities of the Provider:

The provider agrees to:

- Review the provision of supports at least 6 monthly with the participant. Once agreed, provide supports that meet the participant's needs at the participant's preferred 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.
- 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 resolve problems quickly
- Give the participant notice by 3:00 pm the day prior if the provider has to change a scheduled appointment 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.

Responsibilities of the Participant/Participant' 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 notice seven clear days prior, 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 'Ending this Service Agreement' below for more information),
- 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.

Provisions for 'Shadow Shifts' / 'Meet & Greets':

Where the individual would require shadow shifts / meet & greets to assist with the introduction of new workers, and this is the desired method by the participant or their family, the provider may claim for up to 12 hours of weekday support per year.

Costs of Transport:

Provider's delivering core and capacity building supports are permitted to claim for provider travel in respect to support and also claim for the kilometres from the last Participant to their usual place of work. Interchange Shoalhaven will charge the Participant for kilometres during supports and to or from the services provided as per the NDIS Price Guide. Interchange Shoalhaven reserves the right to charge for Provider Travel and Participant Travel in respect to both support worker time (Labour costs) and kilometres travelled (Non-Labour costs) in line with the NDIS Price guide.

Short Notice Shift Cancellation Policy:

If a Participant makes a short-notice cancellation, (or no show) which is less than seven (7) clear days before the service, the Provider may charge up to 100% of the agreed price for the cancelled appointment. The Provider will endeavour to find alternative billable work for the relevant worker and are required to pay the worker for the time that would have been spent providing the support.

Payments:

The provider will seek payment for their provision of supports after service delivery.

If the participant has chosen to self-manage the funding for NDIS 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 the invoice by cash / cheque / EFT within 14 days.

[AND / OR]

If 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 cash / cheque / EFT within 14 days.

[AND / OR]

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.

[AND / OR]

If the participant has nominated the Plan Management 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 listed above.

The participant and/or nominee does consent by way of signing this service agreement to allow Interchange Shoalhaven to discuss the details of this service booking with their nominated plan manager and the participants NDIS plan in line with this service booking.

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 or 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.

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 30 days' notice in writing. During this 30-day notice period, we will continue to roster and provide services as per the agreed schedule. The participant has the option to utilise these rostered services or decline them. However, please note that charges for the rostered services will still apply, regardless of whether the participant chooses to use them or not. If either party seriously breaches this Service Agreement, the requirement of notice will be waived, and the agreement may be terminated immediately without the 30-day notice period. In such cases, charges for services already provided up to the date of termination will still apply as will the short notice cancellation policy, which requires 7 clear days' notice as per the NDIS Pricing Arrangements, during the notice period.

This 30-day notice requirement supersedes the short-notice cancellation policy for participants exiting Interchange Shoalhaven. The short-notice cancellation policy, which allows the provider to charge up to 100% of the agreed price for a service cancelled with less than seven (7) clear days' notice, only applies to participants who are continuing with Interchange Shoalhaven and not exiting. For exiting participants, all scheduled services within the 30-day notice period will be charged in full, as outlined in this agreement.

Feedback, Complaints and Disputes:

If the Participant wishes to give the Provider feedback, or is not happy with the provision of supports and wishes to make a complaint the Participant may talk to the Care Services team on (02) 4423 0255 or email feedback@is.org.au

If the Participant is not satisfied or does not want to talk to this person or a Senior Manager or Representative, the Participant may contact the NDIS by calling 1800 800 110, visiting one of their offices in person, or visiting www.ndis.gov.au for further information.

NOTE: This Service Agreement does not reflect any future changes to NDIS price guide or rates of pay around award conditions.