

ISSA CARE SERVICES

Service Agreement

This Agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS). The participant and the service agree that this Agreement is in line with the main ideas of the NDIS. These ideas include things like having more choices and control, achieving your goals, and taking part in the community.

This Service agreement is for (participant)_____

NDIS Number_____and date of birth____/____/____, a participant in the National Disability Insurance Scheme, and is made between:

Participant or Participant's representative: _____and
Provider: Issa Care Services

The agreement will commence on start date____ / ____ / ____ and apply for the period the support is funded under the Client's current NDIS plan to NDIS Plan Review date ____ / ____ / ____

This service agreement is made for the purpose of providing supports under the participant's NDIS plan. The parties agreed 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 participant with people with disability, and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and the delivery of their funded supports.

This agreement is a collaborative agreement to assist you with the supports you require to achieve your goals, as set out in your plan.

Issa Care Services will, as a provider and not as an employee, provide the services described in the Table of Services at the end of this agreement.

The prices for the services are also described in the Table of Services at the end of this agreement as per NDIS Price Guide.

Support/Services

Please tick support or service you need.

- Group/Centre Activities
- Participate Community
- Household Tasks
- Development-Life Skills
- Innovative Community Participation
- Daily Tasks/Shared Living
- Home Modification
- Assist-Travel/Transport
- Assist-Personal Activities
- Assist-Life Stage, Transition
- Assist Personal Activities High

Responsibilities of the Service Provider

The Service Provider will:

- Once agreed, provide supports as above that meet the participant's needs at the participant's preferred times
- Work with the participant to provide services that meet the participant's needs communicate openly and honestly in a timely manner
- Treat the Client with courtesy and respect
- Consult the participant if decisions need to be made about how the services are provided
- Apply any arrangements agreed with the participant and described in the Table of Services at the end of this agreement to help the Client carry out their responsibilities
- Listen to the participant's feedback and resolve problems quickly
- Protect the participant's privacy and confidential information
- Have insurance (workers compensation and public liability) that covers the way services are provided
- Keep clear records about the services provided to the participant
- Issue regular invoices that explain what services have been provided, their cost and when payment is due
- Let the participant know if any contact details set out in this agreement change, and
- Review the service with the Client every 3 months when necessary.
- 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 appointment to provide support
- Give the participant the required notice if the provider needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
- Provide support 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 support or services delivered to the participant as per the Terms of Business for Registered Providers.

Responsibilities of the participant/participant's representative

The participant/participant's representative agrees to:

- Inform the provider about how they wish the therapy services to be delivered to meet the participant's needs
- Pay the invoices issued by the Service Provider in connection with the services provided,
- Work with the Service Provider to ensure that the services provided meet the Client's needs,
- Treat the Service Provider with courtesy and respect,
- Talk to the Service Provider about any problems with the services being provided so they can improve it.
- Do not ask staff to act illegal or unethical ways.
- Tell the Service Provider if there is a change to the NDIS plan that is the basis for this agreement,
- Let the Service Provider know if any contact details set out in this agreement change and,
- Address all grievances or concerns to the service provider

- Not ask staff for their personal phone numbers or to have contact with them outside of designated service times
- Give the Service Provider the notice required (see below) to end this agreement.
- Give the provider a minimum of 24 hours' 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 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.

Payments

Issa Care Services will seek payment for their provision of support services in the following manner after the participant / participant's representative confirms satisfactory delivery.

The participant has chosen to self-manage the funding for NDIS services provided under this Service Agreement. After providing those services, the provider will generate an invoice on conclusion of service provision for the participant to pay. The participant can elect to pay the invoice by *cash / cheque / EFT at the time of consultation*.

[OR]

The participant's Nominee manages the funding for services provided under this Service Agreement. After providing those services, the provider will send the participant's Nominee an invoice for those services for the participant's Nominee to pay. The participant's Nominee will pay the invoice by *cash / cheque / EFT* within 7 days.

[OR]

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

[OR]

The participant has nominated the Plan Management Provider

_____ to manage the funding for NDIS services provided under this Service Agreement. After providing those supports, the provider will claim payment for those services from [insert name of Registered Plan Management Provider]._____

Changes to this Service Agreement

If changes to the treatment 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 months'* notice.

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

Feedback/Complaints/Disputes

If you wish to provide feedback or make a complaint, please contact our Service Manager and/or complete and send the Service's Complaint/feedback form . If the complaint/dispute remains unresolved, and you are not happy with the outcomes or **Issa Care Services** 's Complaints process you can write to the **Director, Issa Care Services**.

Issa Care Services is committed to resolving complaints fairly, equitably and as quickly as possible. The complaint can be face to face, by phone, fax, letter or email. The complaint will remain confidential and information will only be available to those who are involved in resolving the complaint. Complainants will not be disadvantaged or be prevented from continuing to receive supports as a result of making a complaint.

The Complainant may at any point in the complaints process, contact the following

- Client Service Manager
- Director
- National Disability Insurance Agency
- An external support agency

Included is a list of external providers who can assist you with the complaints process if you prefer.

National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting ndis.gov.au	National Disability Abuse & Neglect Hotline Phone: 1800 880 052 Email: hotline@workfocus.com Website: www.disabilityhotline.net.au	Intellectual Disability Rights Service Phone: 9318 0144 Email: info@idrs.org.au Website: www.idrs.org.au	NDIS Quality and Safeguards Commission Phone: Phone number 1800 035 544 Email: contactcentre@ndiscommission.gov.au Website: https://www.ndiscommission.gov.au/
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Example of how we resolve complaint

Marie complained that she had had two new support workers in one week who did not understand her support needs. We facilitated a resolution meeting where Marie met with our Director and discussed her concerns. It was agreed that in future, Marie would be introduced to all new support workers before they started a shift, to discuss her support needs. Marie was happy with this arrangement.

Goods and Services Tax (GST)

Issa Care Services and products are GST free.

Contact details

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

Phone number Day time: _____

Phone number Nighttime: _____

Mobile number: _____

Email: _____

The name of someone we can contact if we cannot get in touch with you: _____

Mobile: _____ Relationship: _____

The service provider can be contacted on:

Contact name: **Lee King**

Provider: Issa Care Services

Mobile number: 0434135111

Email issacareservicesndis@gmail.com

Website: www.issacareservices.com.au

Postal address: 3 Mercy Circuit Park Ridge QLD 4125

Fees for Supports

Issa Care Services will charge for the services as set out in the Schedule, based on the NDIS Price Guide rate applicable to the date on which the service is provided. Travel provisions to provide personal care, community access, therapeutic or behaviour supports will be claimed as set out in the relevant NDIS Price Guide.

Issa Care Services will charge the 4-hour Planning Support & Expected Outcome fee, as set out in the relevant NDIS Price Guide. All price are GST inclusive (if applicable).

Additional charges

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

Establishment fee

Issa Care Services may charge establishment fee when necessary.

The establishment fee will operate as follows:

- Providers can charge \$543 against a plan if assisting a new participant, who is new to NDIS and new to the provider.

Travel Costs

Travel time is billed in line with the NDIS Price Guide and is based on the MMM zone you live in.

MMM1 – MMM3: up to 30 minutes to appointments, plus up to 30 minutes return where the appointment is the last for the day

MMM4 - MMM5 (regional): up to 60 minutes to appointments, plus up to 60 minutes return where the appointment is the last for the day.

Personal Expenses

Issa Care Services will have no involvement in the personal expenses or costs of Participants that are incurred for elected activities (for example but not limited to -meals, movie tickets, entrance fees). These are the responsibility of the Participant to purchase at their discretion.

Service Bookings for NDIA or Plan Managed Participants

Issa Care Services will create Service Bookings for the provision of NDIA or Plan Managed supports. Issa Care Services is unable to provide supports or reimburse providers for these Participants unless there is an active and sufficient service booking.

New NDIS Plans - Continuity of Supports

Due to Participants' new NDIS Plans not being available until the new plan start date and our requirements to prepare a new Schedule of Supports purchased under each new plan. Issa Care Services will continue to provide and claim/invoice for essential core supports based on your previous Schedule whilst the new Schedule is being prepared.

Issa Care Services hereby notifies you that we will either;

a) If NDIA Managed.

Create an interim service booking for your essential core supports and claim to the NDIS Portal; or

b) If Plan Managed Externally.

Invoice your Plan Manager; or

c) If Plan Managed by Issa Care Services

Create an interim Plan Managed service booking and pay invoices received; or

d) If Self-Managed, Invoice you directly.

Plan Management: Payment of Service Providers

Issa Care Services does not recommend or endorse any service provider (either NDIS registered or Non NDIS registered). Nomination of agencies for provision of services and payment from the Participant's NDIA package is the sole responsibility of the Participant.

The Participant indemnifies Issa Care Services from all claims, suits and demands arising in any way from or relating to any fault or circumstances arising from the service or product purchased on the Participant's behalf that results in injury or harm to the Participant. Issa Care Services is not responsible for the actions or omissions of any third party in relation to the delivery of these services or products.

Information Collection and Release Authority,

Issa Care Services may be required to communicate to participant specific information to the following individuals or organisations:

- NDIA, NDIS
- Other Disability Service Provider (s) such as NEXTT, PWD CARE
- Relevant Community Groups such as Brimbank council group
- Family members
- General practitioner (s)
- Specialist (s) such as OT, Physiotherapist, Psychologist, Speech pathologist

Please specify the individuals or organisations you do not want your information communicated to

(List if applicable): _____

I consent to the:

- Collection of my personal information as stated in this agreement – YES/NO
- Sharing of my personal information as stated in this agreement YES/NO
- Issa Care Services retaining my information as stated in this agreement – YES/NO
- Photographs being taken/used, with images potentially being included in my report -YES/NO
- Participating in Issa Care Services NDIS audit processes - YES/NO

I am aware that I may contact Issa Care Services with any concerns that I may have about the above or other service issues. I have understood this agreement along with the Issa Care Services Service and Fee Guidelines.

Opt Out Options (please tick where applicable)

- I do not consent to Issa Care Services using my photographs and videos for therapeutic purposes
- I do not consent to Issa Care Services using my photographs and videos for marketing purposes
- I do not consent to Issa Care Services sending me information about services via a newsletter
- I do not consent to Issa Care Services contacting me to advise me of service-related opportunities
- I do not consent to Issa Care Services' auditor accessing my information or contacting me for auditing purposes.

Participant transport as part of a community participation support

Providing community participation supports may, at the request of a participant, involve a worker accompanying a participant on a community outing and/or transporting a participant from their home to the community. In these situations, the worker's time can be claimed at the agreed hourly rate for the relevant support item for the total time the worker provides support to one or more participants, including time spent accompanying and/or transporting the participant. Where a provider is transporting two or more participants on the same trip, the worker's time should be claimed at the appropriate group rate for the relevant support.

This claim should be made using the relevant community participation support item and against the participant's core budget. In essence, the participant transport is a part of the community participation activity and should be billed accordingly.

Contribution towards costs of transport itself

If a provider incurs costs, in addition to the cost of a worker's time, when accompanying and/or transporting participants in the community (such as cost of ticket for public transport, road tolls, parking fees and the running costs of the vehicle), they may negotiate with the participant for them to make a reasonable contribution towards these costs.

A participant's support budget may include funding for transport, and this funding can be used for these types of contributions, which should be clearly specified in the service agreement. If the participant's support budget does not include funding for transport, then these costs should not be met from the participant's plan, but can be charged as an out of pocket expense to the participant.

Cancellations

Where a provider has a short notice cancellation (or no show) they are able to recover 100% as per (COVID-19 CANCELLATION) of the fee associated with the activity, subject to the terms of the service agreement with the participant. Providers are only permitted to charge for a short notice cancellation (or no show) if they have not found 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.

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 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.

Claims for a short notice cancellation should be made using the same support item as would have been used if the support had been delivered, using the "Cancellation" option in the My place portal. When making a claim for a cancelled support the provider should claim for the full agreed price of the support and indicate in the payment system that the claim is for a cancellation. The payment system will reduce the claim to 90% of the full agreed price.

Example 5

(In this example, the support is 01_301_0104_1_1, which has a price limit of \$58.31 per hour) *A one-hour support is scheduled for 10 am on a Tuesday following a Public Holiday Monday.*

The provider and participant have agreed an hourly rate of \$50.00 and have agreed that the provider can charge for short notice cancellations and no shows.

The participant cancels the support after 10 am on the preceding Thursday and the provider is not able to find alternative billable work for the relevant worker and is required to pay the worker for the time that would have been spent providing the support.

The provider's claim for this support should be made at the agreed rate for the service and indicate that the support was cancelled at short notice. The system will reduce the claimed amount by 10%.

There is no limit on the number of short notice cancellations (or no shows) that a provider can claim in respect of a participant. However, providers have a duty of care to their participants and if a participant has an unusual number of cancellations then the provider should seek to understand why they are occurring.

Schedule of supports

Support Category	Description of support	Price and payment information	How the support will be provided
Assistance with Social and Community Access 04_101_0104_61	6-10 hours of 1:1 support per week on days (Saturday starting at 11am and Thursday starting at 12pm) that suit you to assist you to access the community. This may include but not limited to visit your local library, movie, dancing club, community events, and/or join a sporting club. Go to the gym and groceries shopping. You will be accompanied and supported by a support worker.	Weekdays rate at \$58.14 Weekend (Saturday) rate \$79.95 per hour Sunday rate \$103.97 per hour as per NDIS Price Guide	Support worker will meet you at your pickup address at agreed time and accompany you to your appointments, shopping, training, group activities.

Agreement of Services and Acknowledgement of Information

The parties have read, understood and agree to the details, terms and conditions and fees within this Service Agreement.

Signature of [participant/participant's representative]

Name of [participant/participant's representative]

Date

Signature of authorised person from Issa Care Services

Name of authorised person from Issa Care Services

Date