



National Disability Insurance Agency Support Service Agreement

Introduction

This **Service Agreement** is for made between:

Participants name: _____

NDIS Number: _____

Service Provider: Peckys Disability Services

This Service Agreement will be for the period _____ 201 for the period to _____ 201 .

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. A copy of the Participant's NDIS plan and quote for services to be provided by Peckys Disability Services is attached to this Service Agreement

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.

Schedule of Supports

Peckys Disability Services agrees to provide the participant services as outlined in this agreement and in line with the NDIS support categories and approved budgets. The supports and their prices are set out in the participant quote sheet. 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 and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

Responsibilities of Peckys Disability Services

Peckys Disability Services agrees to:

- Provide the participant with information about the types of support to be offered;



National Disability Insurance Agency Support Service Agreement

- Work with the participant and their families and other relevant stakeholders to provide supports in a manner that suits their needs;
- Regularly review the supports with the participants and their families;
- 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;
- Listen to the participant's feedback and resolve problems quickly;
- Give the participant a minimum of 16 hours' notice if changing a scheduled appointment to provide supports;
- Give the participant the required notice if required to end this 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 rules, and the 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.

Participant's Responsibilities

The participant agrees to:

- Inform Peckys Disability Services about how they wish the supports to be delivered to meet the participant's needs;
- Treat Peckys Disability Services with courtesy and respect;
- Talk to us if you have any concerns about the supports being provided;
- Give Peckys Disability Services a minimum of 16 hours' notice if the participant cannot make a scheduled support hours; and if the notice is not provided by then, the cancellation policy will apply;
- Give Peckys Disability Services the required notice if the participant needs to end the Service Agreement;



National Disability Insurance Agency Support Service Agreement

- Let Peckys Disability Services 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.

Schedule of Supports

The following outlines the agreed days and hours of support to be provided by Peckys Disability Services that are NDIS Funded Support

Day	Hours of Support	Support Category	Description of Support/s
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of the participant. These are not included in the hourly price for support set by the NDIA. Examples include service provider travel and transport fees, public transport costs, community venue activity entrance fees, event tickets, meals, etc.

Travel and Transport Support

To ensure the ongoing viability of the provision of organisational travel and transport services to participants, Peckys Disability Services will charge a fixed amount for the provision of travel and transport services.

As part of your service agreement with Peckys Disability Services if choosing to receive travel and/or transport service and support, a transport and travel costs will be incurred during the delivery of supports as per your support plan. This may be provided in a Peckys Disability Service fleet vehicle or a staff member's private vehicle.



National Disability Insurance Agency Support Service Agreement

- Transport refers to - *the picking up and dropping off of participants before and after the direct delivery of supports.* This will be charged at \$5.00 per trip each way (\$5.50 GST inclusive). The effective daily rate for the provision of travel support to and from program each day will be \$10.00 per day (\$11.00 GST inclusive).
- Travel refers to - *the direct delivery of supports as part of the agreed plan of the participant.* The effective kilometre rate for the provision of travel and transport services will be \$ 0.78 (Seventy Eight cents) per kilometre. This rate is the sole rate and includes all charges, tolls and insurances.

For the provision of one on one support, the \$0.78 kilometer rate will be directly charged based upon the number of kilometre's recorded as part of the provision of support to you.

These rates will be reviewed on a bi annual basis (January and July) of each year as a part of the organisations operational review. You will be given four weeks' notice of any change of the travel or kilometre rate.

Estimation of Transport Costs

Due to the changing nature and delivery of your agreed supports it is important that an estimation of your travel and transport usage be implemented as part of your service agreement. This is to ensure an indicative and reasonable cost is estimated as part of your schedule of supports. This estimate is intended to act as a guide for the associated costs of the travel and transport component of your plan.

Estimated cost of transport per week (picking up and dropping off)	No. of travel days required	[insert number]	\$ [insert amount]
Estimated cost of travel per week (.78 per KM for individual support)	No. of kilometres per week		\$

Travel/transport costs will be invoiced directly to you monthly and identify the total number of days travel provided and the amount of kilometres that have been accrued in the delivery of supports in the charge period. Peckys Disability Services will maintain adequate records to support and validate any costs included within the invoices.

In the event of a cancelation of support there will be no charges raised for kilometres.

If you have chosen not to receive travel and transport support from Peckys Disability Services you will not be charged any travel or transport charge. In the event that you require travel and/or transport support from Peckys Disability Services you acknowledge that a charge for this



National Disability Insurance Agency Support Service Agreement

service will be provided to you. In the event that you require ongoing assistance with travel and/or transport supports a review and variation of your support agreement will be required to ensure transparency can be achieved.

Additional Costs

To ensure Peckys Disability Services is able to maintain a high quality of service to the participant, a resource charge of \$5.00 per day will be charged to participants when attending activities within a centre or within groups in the community. This charge will cover the costs of gloves, wipes, cleaning products and other items that are required to provide good health and safety standards to participants.

The resource cost will be invoiced directly to you at the end of each month.

In the event that a participant damages Peckys Limited property, the participant is responsible for the cost of fixing or replacing the property. If this occurs, the participant and their representative will be contacted and the cost estimate given to them.

The cost of fixing or replacement of Peckys Limited property will be invoiced directly to you at the end of each month.

Payments

Peckys Disability Services will seek payment for their provision of supports provided to the participants. After checking the support was delivered and has been correctly authorised, a claim for payment to NDIA will be made as soon as practicable. To ensure payments are made in a timely manner, please select an option from the list below:

- If you have nominated the NDIA to manage your funded supports, Peckys Disability Services will make a claim for payment from the NDIA.

- If you have nominated a Plan Management provider to manage your funded supports, Peckys Disability Services will advise [insert name of Plan Management provider] so they can make a claim for payment from the NDIA.

- If you have chosen to self-manage your supports Peckys Disability Services will send you an invoice for you to pay. You will need to pay this invoice by either cash, cheque or Electronic Funds Transfer.



National Disability Insurance Agency Support Service Agreement

Accounts must be paid strictly within 30 days from the issue date of each invoice.

Overdue Accounts

In the event payments for support are not received within 30 days from the issue date of each invoice the payments will be considered overdue and support will not be provided until such time as the account is sufficiently settled.

Cancellation of Support

Cancellation by Peckys Disability Services : Should Peckys Disability Services staff be unavailable due to illness/leave, support for that day may be cancelled. Peckys Disability Services will notify you of your staff member's absence as early as possible. Where applicable and appropriate supports for that day may be renegotiated for another time agreed upon by both the participant and Peckys Disability Services to enable continuity of supports. Peckys Disability Services will be responsible to notify the participant no later than 1 hour prior to the documented support start time. No charge will be incurred by the participant for that day's support.

Cancellation by Participant: Peckys Disability Services is required to receive notice of support cancellation by 4 pm the day prior to provision of support. If Peckys Disability Services does not receive such notice, as per the Social, Community, Home Care and Disability Services Industry (SCHADS) Award, Peckys Disability Services will classify this as a late notice cancellation or late notice change to supports.

In relation to personal care, skill development or community access supports, if the participant, or their family or carer on their behalf, agree there was an unforeseen circumstance that resulted in a cancellation, no show or late change to supports, a claim will be made to the person's NDIS Support Plan through the NDIS Provider Portal.

Peckys Disability Services will make claim for no more than 8 individual instances of cancellation or no shows in a continuous 12 month period. Any further late notice cancellations will be notified to your agency support planner by Peckys Disability Services, so that consideration may be given to reviewing the support plan. Any late notice cancellation fee that is charged will be according to the terms set out in this service agreement between the participant and Peckys Disability Services, up to a maximum of 8 individual instances per year.

Where cancellation is received within the specified timeframe no claim for payment will be made to NDIA.

When a cancellation of service has been received from a participant and tickets for an event or an activity have been purchased or arranged, every effort will be made to find another person to purchase the ticket or attend the activity. In circumstances where it has not been possible to sell the ticket or activity space, the participant will be responsible for the whole cost.



National Disability Insurance Agency Support Service Agreement

Where a participant will not be available to receive support for a period of time in excess of 5 days (e.g. supported holiday, family holiday) Peckys Disability Services requests that a minimum of four (4) week's notification is provided. Failure to notify Peckys Disability Services extended absence may result in Peckys Disability Services making claims for payment of scheduled support to meet industrial relations obligations to its staff.

Peckys Disability Services acknowledges that at times the health, personal and physical wellbeing of participants may be compromised and extended periods away from support will occur at short notice. In these instances Peckys Disability Services will consult with participants, their families/carers or others responsible to ensure a suitable outcome is reached.

Participant Cancellation Protocol

Weekday Supports: Peckys Disability Services hours of operation are from 8am - 4.00pm Monday to Friday. Participants, families/carers and other important stakeholders are requested to contact your site Coordinator during these operating hours to notify cancellation of your support.

Weekend/Public Holiday Supports: Participants, families/carers and other important stakeholders are requested to contact our office number on 96883268 to notify cancellation of your support.

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 four weeks notice. If any risk is identified during service delivery to the participant, other program participants, staff members and the general public, Peckys Limited has the right to cease service immediately, arrange a meeting with the participant and their representative to discuss the concerns and renegotiate or cease the service agreement.

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

Good and Services Tax

For the purposes of GST legislation, the Parties confirm that:



National Disability Insurance Agency Support Service Agreement

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 will immediately notify Peckys Disability Services if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

Insurance and Indemnity

Peckys Disability Services will be responsible to implement and maintain current and appropriate insurance coverage.

Confidentiality

Peckys Disability Services and the participant have a responsibility to:

- Keep all information in this Support Service Agreement confidential.
- Keep all attached information to the Support Service Agreement confidential.
- Only use the confidential information provided to enhance and support its performance in the provision of agreed services.
- Provide access to information from this agreement for a specific need allowing the supports requested to be provided.

Peckys Disability Services has a strict Privacy and Confidentiality policy, so to do this we need to seek your consent. Please tick the boxes below to indicate whether or not you consent to the following. You can withdraw your consent at any time:

- Yes, I hereby consent to take my photos for publication on the web, newsletter, annual reports flyers and service publications.
- No I do not provide consent for any photo of me to be taken and / or stories or comments be used by Peckys Disability Services.



National Disability Insurance Agency Support Service Agreement

Feedback and Complaints

Peckys Disability Services is committed to resolving complaints fairly, equitably and as quickly as possible. If a participant, family member, friend, staff or carer, is dissatisfied or has an issue or concern they would like to raise with the service a member of our management team will listen and try to resolve the problem.

The complaint can be face to face, by phone, fax, letter or email and will be treated with equal importance. Peckys Limited will provide any support necessary to assist the complainant with making the complaint. 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.

If you wish to give Peckys Disability Services some feedback you can make contact with your Support Coordinator on (02) 96883268 or write to Peckys Disability Services PO Box 889, Seven Hills NSW 1730 or email peckys@peckys.org.au

If you would like to talk to another person within the organisation you are welcome to call the Community Engagement Manager or organisational CEO on (02) 96883268

You are also welcome to call contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting ndis.gov.au for further information.

Entire Agreement

This agreement sets out all of the terms of your supports and services with Peckys Disability Services. This agreement supersedes and replaces all prior representations, contracts and agreements (whether oral or in writing) detailing your supports and services with Peckys Disability Services.

If there are any other matters that you have relied on in your discussions with any representatives of Peckys Limited or other communications to date or there are any other matters you wish to discuss, please let us know before you sign this agreement.

Peckys Disability Services representative may then consider them and discuss them with you. If you agree, the terms set out in the agreement will be amended, to ensure that it contains all the agreed terms. Once you sign this agreement, you are confirming it is complete and no agreed terms are missing.



National Disability Insurance Agency Support Service Agreement

Agreement signatures

I confirm that this agreement has been explained to me and/ and that I/we agree to this:

Signature of participant/or parent/guardian: _____ Date: _____

Signature on behalf of provider: _____ Date: _____

Receipt of the acceptance constitutes an absolute agreement for the provision of the service.



National Disability Insurance Agency Support Service Agreement

Appendix 1

Please tick two of the following goals you would like to work towards for the coming twelve months.
If you would be like to choose your own goals (optional) please write them in the spaces 7 & 8 provided.

Goals	Choice/tick
1. Forming, building and maintaining friendships.	
2. Development of social skills (e.g. dining out, paying for themselves, ordering off menus).	
3. Accessing additional support to access the community.	
4. Trying new experiences.	
5. Experiencing activities with other people having the same likes, interests and goals	
6. Accessing educational experiences. (e.g. museums & exhibitions).	
7. (Optional) Choose your own goal: _____	
8. (Optional) Choose your own goal: _____	

Signed _____ (Parent/Carer)



National Disability Insurance Agency Support Service Agreement

Goals Review – Six Monthly Update	Progress
1. Forming, building and maintaining friendships.	
2. Development of social skills (e.g. dining out, paying for themselves, ordering off menus).	
3. Accessing additional support to access the community.	
4. Trying new experiences.	
5. Experiencing activities with other people having the same likes, interests and goals	
6. Accessing educational experiences. (e.g. museums & exhibitions).	
7. _____	
8. _____	

Signed: _____ (Coordinator)

Date: _____