**Service Agreement – Support Coordination**

This Service Agreement is made between:

[full\_name], the ‘Participant’ and

[xxx], Participant’s nominated ‘Representative’, and

Reach Enhanced Care, the ‘Service Provider’.

This Service Agreement will commence on [plan\_start\_date].

**Background**

This Service Agreement is made for the purposes of providing supports under the Participant’s NDIS plan.

**Provided Supports**

If agreed with the Participant and/or their Representative, the Service Provider agrees to provide the Participant with the following supports:

1. Discuss the Participant’s goals with the Participant and/or Representative, and agree in writing (via email) the actions they will undertake on behalf of the Participant in advance of incurring fees;
2. Aim to strengthen the Participant’s abilities to coordinate their own informal, mainstream and funded supports;
3. Research and arrange supports from a range of sources;
4. Provide ideas to help Participants achieve their goals;
5. Help appoint and negotiate with other service providers;
6. Connect participants and their carers to community and mainstream services;
7. Explain and demonstrate how the NDIS system works and how to make the most of it;
8. Help Participants create and manage their plan budgets;
9. Help Participants prepare for their plan reviews;
10. Resolve points of crisis.
11. These supports will be delivered promptly in agreement with the Participant and/or representative.
12. Communication between the parties will be via email, facebook chat, telephone, video conferencing or face-to-face, as agreed between the parties.

**Responsibilities of the Service Provider**

1. Consult the Participant and/or Representative on decisions about which and how supports are provided;
2. Aim to present a range of options for the Participant to choose from;
3. Keep the Participant informed of work and costs as they accumulate;
4. Communicate openly and honestly in a timely manner;
5. Treat the Participant and Representative with respect and courtesy;
6. Listen to the Participant and/or Representative’s feedback and resolve any issues quickly;
7. Protect the Participant and Representative’s privacy and confidential information;
8. Keep accurate records for a minimum of 7 years;
9. Provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and Australian Consumer Law;
10. In the unlikely event of a conflict of interest, manage them in an open and transparent way, and provide an open and safe complaint process for the Participant and Representative to follow.

**Responsibilities of the Participant and Representative**

1. Inform the Service Provider about their preferences and wishes;
2. Inform the Service Provider directly of any dissatisfaction with the service being provided, and work with the Service Provider to improve their service;
3. Inform the Service Provider of any changes to the Participant’s support needs or circumstances that impact the Service Provider’s ability to support the Participant;
4. Treat the Service Provider with courtesy and respect;
5. Not share any documents or information, provided by the Provider, with parties outside their immediate family and NDIS, unless agreed with the Provider. This is to acknowledge that the Provider has invested significant amounts of time and resources researching and preparing these documents;
6. Confirm receipt of requested support upon delivery;
7. Confirm that their requested supports that are considered reasonable and necessary, under section 33(2) of the National Disability Insurance Scheme Act 2013, in the Participant’s NDIS plan currently in effect under Section 37 of the NDIS Act;
8. Inform the Service Provider of any changes to the Participant’s NDIS plan that impacts the Service Provider’s service or ability to be paid, including if the Participant is no longer covered by the NDIS.

**Fees**

All fees are inclusive of GST.

The Service Provider will only claim the level of fees which has been specified by NDIS in the Participant’s plan.

The fees will reflect those listed in the NDIS Price Guide and will increase periodically in-line with the NDIS Price Guide publications. The Service Provider will notify the Participant and their Representative as soon as they are aware of the revised NDIS fees.

As of 1st July 2020, these fees are:

Level 1: Support Connection $61.76 per hour (01\_790\_0106\_8\_3 or 07\_001\_0106\_8\_3)

Level 2: Coordination of Supports $100.14 per hour (01\_791\_0106\_8\_3 or 07\_002\_0106\_8\_3)

Level 3: Specialist Support Coordination $190.54 per hour (01\_794\_0132\_8\_3 or 07\_004\_0132\_8\_3)

Multidisciplinary Team Supports can only be used with the prior approval of the NDIA (15\_049\_0128\_1\_3)

The travel time for home or community visits, will form part of the hours worked and invoiced accordingly, plus travel expense of ($0.85/km). Travel costs will be discussed and agreed with Participants and their Representatives in advance of incurring fees.

The Service Provider will keep the Participant and their Representative informed of the expected costs as they complete the services. The Service Provider will incur costs in 15 minute units.

Additional expenses (for example entrance fees, event tickets, meals, laminating), are the responsibility of the Participant and/or their Representative and are not included in the cost of the service.

The Participant and/or their Representative will ensure that, following completion of the agreed work, the Service Provider’s invoice will be paid promptly.

Should the Participant’s plan not have adequate funding to cover the invoice, the Participant and/or their Representative will remain liable for the outstanding fees. It is advisable, but not mandatory, for the Participant to share the details of their NDIS plan with the Service Provider to ensure there is sufficient coverage and the Service Provider can attend to its NDIS reporting duties.

**Cancellation Policy**

The Participant and/or Representative may cancel any scheduled works at any time. The Participant will remain liable to pay for the any work that has been undertaken by the Service Provider up until this point. Meetings cancelled with less than 24 hours of notice may incur 50% cancellation fees.

**Contact Details & Other Information**

The Participant’s NDIS reference number is: [ndis\_number]

Level of Support Coordination in NDIS Plan: Level 2

The confirmed hourly rate is therefore: $100.14 per hour

The Participant and/or Representative prefer to receive information via email.

In between tasks, the Participant prefers to be periodically contacted by the Service Provider monthly via text message.

**Changes to this Service Agreement**

Not including the regular changes to the NDIS Price Guide, any additional amendments to this Service Agreement will be discussed and agreed by the parties. Any agreed changes 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 one month’s notice. If either party breaches this Service Agreement, this requirement of notice will be waived. This agreement will roll over automatically when a new NDIS plan is implemented, unless prior written notice is received from the Participant and/or Representative.

**Consents**

The Service Provider will need to collect personal information about Participant which will assist them to give the best care possible and ensure their NDIS obligations are met. This information will be stored in a secure location and will remain confidential as far as is legally permissible.

The Service Provider must comply with State / Territory and Commonwealth legislation regarding:

* 1. Collection, use and disclosure of Participant’s personal information
  2. The Participant’s rights to access their personal information
  3. The Participant’s right to withdraw consent to the release of their personal information at any time.

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

The Service Provider will only disclose the Participant’s personal information with prior consent. Please indicate as relevant, the Participant’s consent to obtain/ provide information generally:

|  |  |  |
| --- | --- | --- |
|  | **Information can be obtained from** | **Information can be provided to** |
| Family Members/Next of Kin  (Please specify) | 1. Yes 2. No 3. No | 1. Yes 2. No 3. No |
| Engaged Service Providers | No | No |
| Housing Support Agencies | No | No |
| Government Agencies | No | No |
| Quality Reviewers | No | No |
| Plan Managers | Yes | Yes |
| NDIS Representatives | Yes | Yes |
| Others (Please specify): | No | No |

Further,

* + - 1. The Participant and/or Representative consents to relevant information being shared with the Service Provider’s Staff involved in the delivery of the Participant’s services – Yes
      2. The Participant and/or Representative is aware of the Service Provider’s privacy and confidentiality procedure and understand that they have the right to take action if their customer's privacy is breached - Yes

**Feedback, Complaints or Disputes**

The Service Provider is committed to providing a high standard of services and supports. The Participant and/or Representative is entitled to make complaints without fear of retribution. Their organisation welcomes feedback so that they can continue to provide quality support and continuous improvement to their services. If the Participant and/or Representative is not satisfied with the management of their complaint, or do not wish to discuss the complaint directly with the Service Provider, they can contact one of the following:

* + - NDIS: 1800 800 110
    - The Australian Human Rights Commission: 1300 656 419
    - Reach Enhanced Care: 1300 921 531 or [contact@reachcare.info](mailto:contact@reachcare.info)

**Agreement Signatures**

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

[xxxx] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Participant’s Representative Signature of Participant’s Representative

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Megan King, Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Service Provider’s authorised person Signature of Service Provider’s authorised person

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date