# This Service Agreement is for (insert name of participant), a participant in the National Disability Insurance Scheme and

# is made between

Morganica MORG Abbots

# (Participant or trusted person)

# and

Adamas Community Care

NDIS Registered Number 4050020259

# (Organisation)

## This agreement begins on (*insert start date of NDIS plan*) and ends on the date the NDIS plan ends (*insert end date of plan*), OR

## On a date agreed by both parties and in accordance with the conditions of this Agreement, whichever is sooner.

Section A

#### Your contact details

|  |  |  |
| --- | --- | --- |
| Telephone icon | Your daytime phone number: | +610478957896 |
| Telephone icon | Your evening phone number: |  |
| Mobile phone icon | Your mobile number: |  |
| Email address icon | Your email address: |  |
| Home address icon | Your home address: |  |
| Name icon | The name of someone we can contact if we can't get in touch with you: |  |
| Phone icon | Their phone number: |  |

#### The service provider's contact details

|  |  |  |
| --- | --- | --- |
| Phone icon | Daytime phone number: |  |
| Phone icon | After hours on call phone number: |  |
| Mobile phone icon | Coordinator Mobile number: |  |
| Email address icon | address: |  |
| Business address icon | Business address: | P.O. Box 42 |
|  |  | MAYLANDS, WA 6051 |
|  |  |  |

#### How does this Agreement fit in with the NDIS?

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| --- | --- |
| NDIS Insurance scheme | This Service Agreement is made for the purpose of providing supports under the participant’s NDIS plan.  This Agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS). |
| NDIS Service Agreement and Plan copy | A copy of the participant's NDIS Plan is attached to this Agreement.  *Note: you don't have to include your NDIS Plan if you don't want to.* |
| NDIS and a handshake | The participant and the service provider agree that this Agreement is in line with the main ideas of the NDIS. These ideas include things like having more choices, achieving your goals and taking part in the community. |

#### What supports will be provided

Adamas Community Care agrees to provide the supports and services listed in the Service Agreement.

The supports and their prices are set out within the Service Agreement. The National Disability Insurance Agency (NDIA) has set prices for each support and they may change from time to time.

Additional expenses (things that are not included in the NDIS plan) are the responsibility of the participant or their representative and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals etc.

#### What Adamas Community Care expects of me?

* To work with Adamas Community Care to make sure the supports we provide meet your needs
* To let Adamas Community Care know about any concerns with the supports provided.
* To let Adamas Community Care know if you are sick and do not require supports.
* To let Adamas Community Care know immediately if your plan is suspended or replaced by a new NDIS plan, or if you stop being a participant in the NDIS.

#### What I can expect from Adamas Community Care Ltd.

* Treat me with courtesy and respect.
* Provide services as times agreed with you.
* Clear honest and direct communication.
* Consult with you on decisions that affect your services.
* Work with me to provide supports that best suit my needs
* Review my supports with me regularly.
* Follow the National Disability Service Standards in everything Adamas Community Care does
* Keep clear records on the supports provided and issue regular invoices and statements of the supports delivered as per the Terms of Business for Registered Providers.

#### How will payments be made?

* If I chose the NDIA or a Plan Manager to manage the funding for my supports, Far North will be paid directly from my plan after a service is provided.
* If I am self-managing my NDIS budget, Far North will provide a tax invoice after supports have been provided. How and when to pay is listed on the tax invoice.
* Nothing in this Agreement shall modify or exclude any legal rights provided under the Competition and Consumer Act 2010 (Commonwealth)

|  |
| --- |
| There's more information about this on pages 17-18 of the Guide |

#### Cancelled Supports

* If you wish to cancel one or more of your services, you will need to call your Coordinator giving as much notice as you can. You will need to give Adamas Community Care at least 24 hours’ notice to avoid a late cancellation fee. The late cancellation fee will be equivalent to the cost of the services as per your NDIS plan.
* An after-hours on call number is available when the office is closed and this number should only be used when you wish to cancel service for the next day. The number is listed at the start of this agreement.
* If I can’t attend my planned support and I don’t give Adamas Community Care at least 24 hours’ notice, I may still need to pay for the support
* For personal care, skill development or community access supports – if less than 24 hours’ notice of cancellation is given, Adamas Community Care may claim the cost of the support directly from the NDIA for a maximum of eight (8) times each year.
* Where participants fail to present for therapy services, the therapist can charge a cancellation fee for a maximum of 2 hours of service within the period of any Service Agreement
* Where a participant fails, without notice, to keep the scheduled arrangement for the support, the provider must make every effort to contact the participant to determine if there is an additional problem (e.g. the person has fallen out of bed and cannot raise an alarm, or there is a sudden break down in the informal supports and additional support is likely to be required)
* No fee is payable by the NDIA or the participant, for cancellation by a provider or due to the provider’s failure to deliver the agreed supports

#### Protecting your privacy

* When you start receiving a service from Adamas Community Care, we will make a record of your name, address, contract details, and information we need to deliver a quality service to you, including information about your disability.
* We will make a record each time we have contact with you and keep records on how you are progressing towards achieving your goals.
* You can ask to view your Far North file at any time
* Photographs/audio/video will only be taken if you have signed a consent form and agree for your photo/audio/video to be used on the Far North website, face book page, newsletter and annual report.

**10. I understand the following may happen without my permission:**

Far North will not use or share your personal information with anyone without your written permission, unless we have concerns for your safety or law requires to us; for example, mandatory reporting of child protection concerns.

**11. What about my safety?**

* I may be asked to take part in assessments to assist Far North in creating safe environments
* If Far North decides that providing a support is not safe, you will talk to me about how to provide the support safely.

#### 12. How to end or change the Agreement

* Either Adamas Community Care or the participant can ask to review this Agreement if I regularly change, cancel or do not attend my planned support
* If you or Adamas Community Care have a reason for this Agreement to end, a minimum of two weeks’ notice must be given
* Serious breaches of this Agreement may result in the Agreement ending without a notice period. Serious breaches include (but are not limited to):
  + Using Adamas Community Care premises for an illegal purpose
  + Damaging or misusing Adamas Community Care property
  + Taking action which is intended, or would reasonably be expected to harm Adamas Community Care or its reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity
* Adamas Community Care may suspend supports if you have not paid for the supports you have already received
* If your Agreement ends for any reason, you will still need to pay for the supports you have already received.

13. What to do if there is a problem? 

* I can make a complaint if I am not satisfied and expect that this will be resolved in a fair and transparent way that leads to service improvements.
* Far North welcomes your feedback and/or complaints about supports.
* Far North will listen to your feedback and respond to complaints fairly and in a timely manner. If you would like information on feedback and/or complaints, please visit Far North’s website [www.farnorth.org.au](http://www.farnorth.org.au) or can contact the Disability Services Manager. Please see below details.
* If I am not happy with the outcome of a complaint, I can contact someone else to help me resolve my complaint. A list of organisations I can contact are on the Far North website [www.farnorth.org.au](http://www.farnorth.org.au) or Far North will support you to contact the NDIA to ensure your complaint is responded to appropriately.

|  |  |
| --- | --- |
| The contact person is: | Julie Heady |
| Their phone number is: | (08)92719192 |
| Their email address is: | sales@adamas.net.au |

#### 14. Goods and Services Tax

|  |  |
| --- | --- |
| Montage of GST, a calculator, money and a question mark | Most services provided under the NDIS will not include GST. However, GST will apply to some services. |
| A man reading a document with a thought bubble with GST and a question mark in it | "A supply of supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports included, under subsection 33(2) of the [National Disability Insurance Scheme Act 2013](http://www.comlaw.gov.au/Current/C2014C00149) (NDIS Act), in the participant’s NDIS Plan currently in effect under section 37 of the NDIS Act." |
| Sign icon | By signing this Agreement, Adamas Community Care acknowledges that we have checked whether GST applies. |

Section B

My Budget

|  |  |
| --- | --- |
| Funding Amount |  |
| NDIS Plan Start Date |  |
| NDIS Plan Review Date |  |
| Billing Rate for each strategy in my plan | See table below |
| Frequency of Invoices |  |

GOALS

QUOTE

## My Supports

|  |
| --- |
| **How my plan is managed, and how often I want to meet with my Coordinator and Support Worker/s including how my support staff are recruited and trained.** |
| How my support staff are recruited and trained:   * I would like to be at interviews * I would like to ask questions at the interviews * I want to meet staff before deciding whether they are right for me * I would like to be part of induction training * I want to nominate people I know to work with me * I would like to view support worker profiles. * I would like for the support worker to have the following training in order to best support me: |
| How I would like to communicate with my Coordinator   * The best way to contact me is: * The best time to contact me is: * Never contact me: * Always contact me when: |
| I would like to review my plan as often as: |
| I am planning to take a holiday or break: |

## Signatures:

By signing this Agreement, you agree to all of the information included.

Participant (or trusted person) name Signature Date

Adamas Community Care Ltd Signature of Date

Authorised Officer Authorised Officer