

SERVICE AGREEMENT

1. PARTIES

This Service Agreement is for:

NDIS NUMBER:

Participant in the **National Disability Insurance Scheme** and/or **as Plan Managers,**
as Local Area Coordinator and is made between: **Katrina Thompson** on behalf of **Kat's Care**
Services and as the nominee on behalf.

CUSTOMER / CUSTOMER'S REPRESENTATIVE: (Participant) (Nominee).

SERVICE PROVIDER: **Katrina Thompson: trading as Kat's Care Services.**

This service agreement will commence on until review date and/or
when a new plan commences, and/or a new Service Agreement will be made.

For the period of: months or less casual when nominee books care – whether fortnightly or monthly
as funds allow. The nominee is to ensure funds are available before booking care or the below will
apply.

2. NDIS AND THIS SERVICE AGREEMENT

This agreement is made according to the rules and goals of the National Disability Insurance Scheme (NDIS) and is made, for, the purpose of providing plan management under the customers NDIS plan.

A copy of the NDIS Plan has not been provided, at the time of completing this contract. Note: *you do not have to include your NDIS Plan if you do not want to.*

The Participant and the Service Provider agree that this Service Agreement is in line with the main ideas of the NDIS, which is a scheme that aims to:

- a) enable people with a disability, can exercise choice and control in the pursuit of their goals and the planning and delivery of their services, and
- b) achieving personal goals, by taking part in a diverse community, regardless of disability, and
- c) support the independence and social economic participation of people with a disability, and
- d) ensure each participant accesses supports that promote, uphold, and respect their legal and human rights and can exercise informed choice and control, and
- e) that each participant accesses supports that respect their culture, diversity, values, and beliefs, and
- f) ensure that each participant accesses supports that respect and protect their dignity and right to privacy, and
- g) ensure each participant is supported by the provider to make informed choices, exercise control, and maximise their independence relating to the supports provided, and
- h) each participant can access supports free from violence, abuse, neglect, exploitation, or discrimination, including Working with Children (WWCC) and NDIS Worker Clearances, and
- i) that each participant's support is overseen by robust governance and operational management systems relevant to the size, and scale of the provider and the scope and complexity of supports delivered, and
- j) risks to participants, provider, outside service providers, volunteers are identified and managed, including awareness and signed authorisation of Emergency Management, Risk Assessments, and
- k) ensure each participant benefits from a quality management system relevant and proportionate to the size and scale of the provider, which promotes continuous improvement of support delivery, and

- l) ensure management of each participants information ensures that it is identifiable, accurately recorded, current and confidential, and easily assessable to the participant and appropriately utilised by relevant workers, and
- m) each participant has knowledge of and access to the providers complaints management and resolution system, ensuring complaints and other feedback made by all parties are welcomed, acknowledged, respected and well-managed, and
- n) each participant is safeguarded by the provider's incident management system, ensuring incidents are acknowledged, responded to, well-managed and learned from, and
- o) each participant's support needs are met by workers who are competent in relation to their role, hold relevant qualifications, and who have relevant expertise and experience to provide person-centred support, and
- p) each participant has access to timely and appropriate support without interruption, and
- q) each participant accesses supports that meet their needs, goals, and preferences, and
- r) each participant is actively involved in the development of their support plans, and ensure they reflect needs, requirements, preferences, strengths, and goals, and are reviewed regularly, and
- s) each participant has a clear understanding the supports they have chosen and how they will be provided, (*where applicable*), and
- t) each participant accesses responsive, timely, competent, and appropriate supports to meet their needs, desired outcomes, and goals, and
- u) each participant experiences a planned and coordinated transition to or from the provider, and
- v) each participant supports in a safe environment that is appropriate to their needs, and
- w) participants money and property are secure, and each participant uses their own money and property as they determine, and
- x) ensure each participant requiring medication is confident their provider administers, stores, and monitors the effects of their medication and works to prevent errors or incidents, and
- y) each participant, worker, and any other person in the home is protected from harm as a result of exposure to waste, infectious or hazardous substances during the delivery of supports.
- z) **NOTE:** *Outstanding invoices will be directed to Prushka for debt recovery, this will include the debt and debt recovery costs. In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Customer shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply. Commission = Original Debt 100 – Commission % charged by the agency (including GST) In the event where the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on www.prushka.com.au. • In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.*

3. SCHEDULE OF SERVICE

Kat's Care Services agrees to provide the Participant the services as detailed:

- a) Collection or delivery to/from school, activity, or Outside Service Provider: by Dakota Thompson, Dane Kremers or Katrina Thompson, as agreed/if required.

NOTE: *Benefit Risk Excursion and Hazard Management Audit forms are to be signed by the Parent/Guardian where applicable, in the case of an emergency/unforeseen circumstance, where applicable - authorisation is/can be made via written text/email and signed per Provider. A copy of same is to be kept in the Participants Portfolio under Authorisations.*

- b) Care requested as per agreed CONTRACT (signed for each period), or email/message in circumstances that limit completion of same, where applicable and approved, charges are per the NDIS Price Controls (most recent version) and ongoing. **NOTE: Kat's Care Services (Katrina Thompson) can automatically claim annual indexed price limits without the need to update the existing Service Agreement.**
- c) Food is included in daily rates as per the NDIS Price Controls (most recent version) – however specific dietary requirements will need to be documented as per Doctor advise for allergies/sensitivities, please complete a Medical Condition Management Plan.
- d) Establishment fees: organisations who provide at least 20 hours of personal care/community access supports per month can charge an establishment fee – see NDIS Price Controls (most recent version).
- e) Community access/personal care provider travel: charged as per NDIS Price Controls (most recent version).
- f) Standard/Complex needs, including levels/scale of care: Monday-Friday will be charged at an hourly rate, and/or including overnight rate, unless care meets 24-hour rates/ratio and will be charged as per the NDIS Price Controls (most recent version). NOTE: If care falls into Saturday or Sunday these hourly rates will apply. (*If care starts Friday and ends Sunday, the participant will be charged from time arrived 17.00-00.00 at Friday rate [hourly], 24-hour Saturday rate, and 00.00 – 13.00HRS Sunday rate [hourly] as advised by NDIS*). This is an example to ensure the participant is clear on charges and how same is applied.
- g) Additional expenses (i.e. things that are not included as part of a customer's NDIS services) are the responsibility of the [customer / customer's representative] and are not included in the cost of services. Examples include entrance fees, event tickets, meals etc. Any regular agreed additional expenses are included as an attachment to this agreement.
- h) *NOTE ANY QUOTE GIVEN WILL NEED TO REFLECT THAT IF THE PARTICIPANT IS ILL / OR UNABLE TO ATTEND SCHOOL/ACTIVITY PREVIOUSLY ARRANGED THEN THE COST WILL INCREASE – IF HOURLY RATE IT WILL CHANGE TO A DAILY RATE IF THE PARENT/CAREGIVER IS ABSENT/OUT OF TOWN. IN THIS INSTANCE – KATRINA THOMPSON BECOMES PRIMARY CAREGIVER AND FEES WILL REVERT TO A DAILY CHARGE REFLECTIVE OF RATIO.*

How will they be provided?

As per the NDIS Price Controls (most recent version).

Who will provide them?

Katrina Thompson: trading as Kat's Care Services.

How much will they cost?

- Invoicing: as per NDIS Price Controls (most recent version).
- If the Customers Representative is away, the provider becomes primary carer, thus full day's will be charged regardless see: NDIS Price Controls (most recent version).
- All prices are inclusive of GST (if applicable).
- All care is quoted prior to the CONTRACT being signed, until this contract is returned, and **signed** care will NOT be considered BOOKED, unless same is confirmed in writing via email (*due to circumstances/emergency*) – quotes are subject to change if not confirmed.
- Please click on the Quote (or hyperlink) and confirm otherwise confirm via email using the QUOTE number.
- The QUOTE is considered accepted if care is booked after same is provided.
- If the QUOTE is based on a ratio and the Nominee chooses to have the Participant attend with a differing ratio (such as 1-1) they will be advised – the invoice, charge and payment made is based on the ratio on time of booking – as Authorised on the Invoice.

- Some Guardians/Participants prefer to book casually or regularly once a Service Agreement is made knowing amount required – an Invoice will be at the Kat's Care Services upon arrival with the Participant – this is to be **AUTHORISED before care takes place** in writing with signature and name printed – this along with your timesheet is scanned and sent via QuickBooks to the Nominee and designated Self-Managed, Plan Managed or NDIA Managed accounts department.

4. What is expected of the customer / customer representative / participants:

The customer / customer's representative agrees to:

- a) Inform, Katrina Thompson the Service Provider at '*Kat's Care Services*,' about how they wish the services to be delivered to meet the participant's needs.
- b) Provide, Katrina Thompson the Service Provider at '*Kat's Care Services*,' with a copy of the NDIS Plan, where required.
- c) Treat the home, provider & property, with courtesy and respect.
- d) Talk to, Katrina Thompson the Service Provider at '*Kat's Care Services*,' if the participant has any concerns re the services being provided.
- e) Give, Katrina Thompson the Service Provider at '*Kat's Care Services*,' the required notice if the participant needs to end the Service Agreement. (see 'Termination of Service Agreement' below for more information), and
- f) Let, Katrina Thompson the Service Provider at '*Kat's Care Services*,' know if the participant's NDIS plan is suspended or replaced by a new NDIS plan or the customer stops being a customer in the NDIS.

5. What is expected of the service provider?

Katrina Thompson the Service Provider at, '*Kat's Care Services*,' agrees to:

- a) Assist with and/or supervise, personal tasks of daily life to develop skills of the participant to live as autonomously as possible.
- b) Review, where required, the provision of services with the participant.
- c) Communicate honestly and openly with all parties involved, where required.
- d) Treat the participant with courtesy and respect.
- e) Consult the participant on decisions about how the services are provided.
- f) Direct the participant to their Plan Manager, where concerns cannot be met within my service.
- g) Listen to the participant's feedback and resolve complaints quickly, where able.
- h) Give the participant the required notice to end the Service Agreement (see '*Termination of Service Agreement*' below for more information).
- i) Protect the participant's right to privacy and confidentiality with all information.

6. How will payments be made?

- a. Kat's Care Services will invoice the customers representative and provide a copy to the parent/guardian, via email - for supports provided under their NDIS plan, this will be done via cc into emailed quotes and invoices - to ensure compliance and transparency.
- b. The participant's Plan Manager or Agency: will seek payment for the supports that have been delivered.
- c. The participant HAS NOMINATED THE Plan Management Organisation – _____ to manage the funding for NDIS supports provided under this service agreement.
- d. After receipt of invoices authorised by the participant, _____, will claim payment for those supports from the National Disability Insurance Agency.

Details of Plan Manager/Participant

Name:

Postal Address:

Town/Post Code:

Phone:

Email:

Website:

Details of Local Area Coordinator

Name:

Postal Address:

Town/Post Code:

Phone:

Email:

Website:

Plan Date start:

Plan Date Review:

NDIS NUMBER:

7. How to make changes, end the agreement, or have a problem:

Contact: _____ and/or **Plan Manager** and discuss issues, concerns, I suggest following up in writing to ensure transparency and understanding.

If you do not have any success getting your problem fixed, you can contact the NDIA.

Cancellations and “no shows” for scheduled supports

- a. PRIVATE: (not NDIS) 14 days' notice to cancel a booking or full fee will be charged.
- b. NDIS: – **see Price Guide for updated rules**, as these can change, this contract will follow the rules of NDIS on absences without having to be re written.
- c. If there are unforeseen circumstances and the participant agrees that they did not comply with the agreed requirements, a fee will be charged against a participant's plan up to 8 times per year for personal care and community access supports/or as per NDIS Guidelines at the time.. However, the provider should notify the NDIA that the participant is at risk of not receiving the supports, in case the participant needs special assistance.

TERMINATION OF SERVICE AGREEMENT

- a. Should either party wish to terminate this service agreement they must give at least 6 weeks' notice.
- b. If either party seriously breaches this service Agreement the requirement notice will be waived.

8. Your contact details.

Name:

Your mobile number:

Your email address

Your home address:

The name of someone we can contact if we can't get in touch with you:

Their phone numbers:

9. The service providers contact details.

Name: Katrina Thompson trading as Kat's Care Services.

Address: 8 Stafford Road West Albury NSW 2640.

Home: 02 6045 8797.

Mobile number: 0409 274790.

Application Reference Number (ARN): 4-JEMJHHS

Email address: kat@katscareservices.com.au

Website: www.katscareservices.com.au

10. SIGNATURES.

By signing this Agreement, you agree to all the above:

PARTICIPANTS NAME:

CUSTOMER REPRESENTATIVE:

on behalf of PARTICIPANT

NDIS:

Signature:

Date:

SERVICE PROVIDER NAME:

Katrina Thompson PROVIDER: trading as Kat's Care Services.

Signature

Date:

NOTE ANY QUOTE GIVEN WILL NEED TO REFLECT THAT IF THE PARTICIPANT IS ILL / OR UNABLE TO ATTEND SCHOOL/ARRANGED OUTING WITH OUTSIDE SERVICE PROVIDER THEN THE COST WILL INCREASE – IF HOURLY.