



CLEAR SUPPORTS
DISABILITY SERVICES

SERVICE AGREEMENT

Service Agreement Terms and Conditions

Dated: [Click or tap here to enter text.](#)

Participant: [Click or tap here to enter text.](#)

Address: [Click or tap here to enter text.](#)

NDIS Number: [Click or tap here to enter text.](#)

MMM Zoning: [Click or tap here to enter text.](#)

Updates to Terms and Conditions

We at “Clear Supports Disability Services” provide support and services to you, the Participant in accordance with the law, and the rates and conditions set by the National Disability Insurance Agency (NDIA) which fund your supports & services.

See *Our general responsibilities – what we will do* below.

If there are changes to laws or to the NDIA rates or conditions of your supports & services, we will notify you in writing before we implement the changes.

Commencement and Review

The Agreement commences on the Commencement Date and will continue until either You or Tree Top Disability Services terminates it in accordance with the terms in this Agreement (See *Ending This Agreement* below).

The terms of this Agreement will be reviewed on the anniversary of the renewal of your NDIS Plan. If both parties agree that no changes are required to this Agreement, then it will be determined that the Agreement continues.

Our general responsibilities – what we are committed to do!

- Provide supports in accordance with:
 - Australian Consumer Law
 - *National Disability Insurance Scheme Act 2013* (Cth) (NDIS Act) and related NDIS Rules
 - National Standards for Disability Services
 - NDIS Price Guide
- Always treat you with courtesy and respect.
- Work with you to ensure we deliver the support you purchase in the way and at a time that meets your needs.
- Whenever possible, give you 48 hours' notice if for any reason the supports cannot be provided in the way or time you have asked (for example, if your allocated worker is sick).
- Protect your privacy and confidential information.
- Ensure staff that are assigned to you provide supports and services that are professional and that they cover the correct insurance for the job, they will be compliant against all legally required registrations.
- Keep accurate records of the supports and services we provide you.
You can access these records at any time.
- To be totally transparent to open and honest conversations, to get back to you efficiently and effectively with answers to your questions or concerns.
- Listen to your feedback and work to resolve problems as quickly as possible.
- Give you written information about what you can do and who you can talk to if you are not happy with your supports, our response to your concerns or if you want to make a complaint. See *Feedback and complaints* below.
- When requested we will review the supports you have received work with you to adjust the supports you receive and discuss other supports available, we will help you decide the future supports need.

Your general responsibilities – what you will do.

You will:

- Supply the information we need so that we can provide you with the supports and services you require.
- Tell us how you would like your supports and services to be delivered to meet your needs.
- Treat us with courtesy and respect.
- Talk to us if you have any concerns about the support being provided.
- Work with us and allow us a reasonable amount of time to investigate and address your concerns.
- Give us as much notice as possible if you:
 - will be arriving late or leaving early from supports with us.
 - cannot attend an appointment with us and or
 - wish to cancel or change the time you normally receive your supports.

See Cancellation of a Scheduled Support below

- Notify us in advance if you no longer wish to receive support services from us.
See Ending this Agreement below.
- Notify us immediately if your current NDIS plan is suspended about to finish or replaced by a new plan, or if you stop being a participant in the NDIS.
- If you do not notify us in writing, you may be charged for supports delivered after your current plan has ceased.

The cost of your supports

Our rates and conditions for support are based on the NDIS Price Guide which is available at www.ndis.gov.au/providers/pricing-and-payment.html.

We have included an overview of our rates at the end of this document. These rates are current at 1/7/2022 and are not an exhaustive list all of the rates that may be charged in line with the NDIS Pricing Arrangements.

If the NDIA changes the rates or conditions, then we may charge the new rate and or apply the new conditions. We will notify you as soon as practical after we receive notice of the new rates and/or any new conditions.

Our service offerings, including a summary of support categories, line items and the prices set by the NDIA, are available in your welcome pack.

Establishment fees

Where we provide at least 20 hours of personal care/community access supports per month for three or more consecutive months, we may charge an establishment fee.

- \$621.70 for participants who have not previously been supported by us.
- \$285.50 for participants who were supported by Tree Top Disability Support and Services before becoming an NDIS participant.
- Additional charges are applied as per NDIS price guidelines for Rural Regional and Remote areas.

Billing for non face-to-face supports

Your plan may be billed for some non-face-to-face supports. This includes meetings, preparation work and planning activities, to support you to achieve your goals.

Provider Travel – Labor Costs (Time)

Your plan may be billed for the time taken to travel to you to deliver your services (core and capacity building supports only). This will be billed at the same rate as the primary support but will appear as a separate line item on your invoice. All claims for Provider Travel – Labor Costs (Time) will be made in accordance with the NDIA provisions and will be subject to the time restrictions provided by your MMM rating.

Extra incidental costs

There may be extra incidental costs related to an activity where our support is being provided which are not covered by your NDIS plan. Examples of these might be – entrance fees, event tickets, meals, art supplies and gym membership. These costs may relate to you or your support worker, if you wish them to attend activities with you and you do not have any discount, pass, or companion card.

The rates stated In the Agreement do not cover these incidental costs. You will be required to pay these extra costs directly or have them charged to you. These costs will be identified before the specific support is provided.

Goods and Services Tax (GST)

A supply of supports under these Terms & Conditions includes one or more of the reasonable and necessary supports which may be specified in your current NDIS plan, under subsection 34 of the NDIS Act. There may be some other supports where we will be required to claim GST as part of the cost. We will provide GST tax invoices when this happens.

How you will pay for your supports

There are several ways in which we can receive payment for the supports we provide to you.

- NDIS / Agency managed – Please notify us before your services commence if your plan is NDIS / Agency managed.
- Participant / Nominee / Self-managed
We will send our invoices for the supports we have provided to you / your nominee each week for payment. You will be required to pay these and claim the funds back from your NDIS Plan.
- Third party / Financial intermediary (FI) managed
You will need to provide us with the contact details of your nominated fund manager / financial intermediary. If your fund management changes, you must tell us as soon as possible to avoid delays in invoicing and service delivery.
We will send our invoices for the supports we have provided to you / your fund manager each month for payment.

Changing the support services, you want

Please contact Clear Supports Disability Services

Office Hours: Monday to Friday 9am-5pm

Email: info@clearsupports.com.au

Please send a text message or leave a voice message after office hours on 0431 166 910.

If you would like to make changes to the types of supports being provided or how they are being provided, we collectively will agree to:

- Review your current supports, including how and when your services are being delivered.
- Apply any agreed changes to your Service Agreement and Schedule of Supports.

Note: All amendments must be in line with your current NDIS plan.

Cancelling a scheduled support

We will whenever possible, give you 48 hours' notice if for any reason your scheduled supports cannot be provided in the agreed way or at the agreed time (for example: if your support worker is sick). If this is not possible, we will notify you as soon as we become aware of a scheduling issue.

You are requested to contact Clear Supports Disability Services on 0431166910 in advance if you are unable to attend a scheduled support.

7 days' notice is required to cancel a booked shift. Late cancellation will incur that the shift is paid in full. You will be invoiced for this service.

Office Hours: Monday-Friday 9am-5pm

Email: info@clearsupports.com.au

Mobile: 0431 166 910 Please leave a voice message or Text message outside office hours.

Booked Supports and Services available to participants 24/7

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 7 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.

Short-notice cancellations will be charged at 100% of the cost of the scheduled appointment.

Further details are available on the NDIS website at

www.ndis.gov.au/providers/pricing-and-payment.html

If you wish to permanently change or stop receiving support service(s), you must tell us in advance. See *Ending this agreement* below.

Ensuring continuation of service

To ensure you receive ongoing support from us, you will need to request a new Schedule of Supports at least 14 days before the end date of your current NDIS Plan.

If there is not a new Schedule of Supports in place, we may be unable to continue to provide support past the end date or budget of your existing Schedule of Supports.

- You must notify us of the approval of your new NDIS Plan and request a new Schedule of Supports as soon as possible.
- If there is a delay in receiving your new plan, you must provide written confirmation from the NDIA that we are approved to continue providing services after the end date of your existing plan, while you are waiting for your new plan.

Once a new Schedule of Supports has been agreed with you, we can again provide support to you.

If you do not wish to continue receiving support from us, you will tell us in advance.

See *Ending this Agreement* below.

Ending this agreement

Ending a Service Agreement for any reason

If you want to stop receiving support services from one or more of our programs, you may end the specific Service Agreement(s) by telling us at least 14 days beforehand.

For residential services 28 days' notice is required.

If you do not follow these Terms and Conditions

If you do not follow these Terms and Conditions, then we will talk to you about the problem. Sometimes, we may stop providing support to you until you have taken the necessary steps to fix the problem, within a time that we reasonably ask. If the problem has not been resolved in that time, we may end the Agreement by telling you.

If we do not follow these Terms and Conditions

If we do not follow these Terms and Conditions, for example, if we do not provide the support agreed within a reasonable time, then we ask that you talk to us about the problem. If we do not fix the problem within a time that you reasonably ask, then you may end the Agreement by telling us.

Ending immediately for serious breach

If we do not follow these Terms and Conditions in a serious, major way, for example being violent or putting our staff in danger, then you can end it immediately by telling us as soon as you decide you do not want any more support. We will confirm your request in writing.

Feedback and complaints

If you are not happy with our support, want to provide feedback or make a complaint, you can:

- Talk to us at
- Clear Supports Disability Services
- Phone: 0431 166 910
- Office Hours: Open 9am-5am Mon-Fri
- Email: info@clearsupports.com.au
-

If you are not satisfied with the way we have tried to solve your complaint or if you do not want to talk to us, you can contact the NDIS Quality and Safeguards Commission:

- Phone 1800 035 54
- Completing an online complaint form at www.ndiscommission.gov.au/about/complaints

You may also:

- Phone the NDIA by calling 1800 800 110.
- Visit an office of the National Disability Insurance Agency
- Find further information on the NDIA website www.ndis.gov.au



Conflicts of Interest – Support Coordination Services

When engaging with Support Coordination Services in addition to other necessary supports to you, to ensure that any perceived or actual conflict of interest is managed, Clear Supports Disability Services will enter a Conflict-of-Interest Declaration with you and will:

(a) explain our Conflict-of-Interest Policy to you in a manner that you are most likely to understand.

(b) to ensure there is no conflict of interest, when Clear Supports Disability Services proposes to provide services that you require, in addition to Support Coordination Services, endeavor to always provide 3 quotes (if possible) from other businesses, in addition to our own. It is then your decision if you would like to choose our supports (in addition to support coordination) or go with another provider.

€make clear to you that your decision to choose an alternative provider will not affect your Support Coordination Services at all, as they operate independently from each other, and that you need not be worried about any repercussions.

(d) document, in case notes and/or below, the choice of providers offered to you and/or your nominee for each support category where a provider is to be engaged.

€ document, in case notes and/or below, the rationale for your choice of provider for each support category where a provider is engaged.

(f) where you have chosen another Clear Supports Disability Services service for service provision, a request for capacity or quote is documented by the support coordinator in respect of such service proposed to be offered by Clear Supports Disability Services.

(g) provide information to you and/or your nominee at the initial meeting of the process for requesting a change in service provider, including Support Coordination.



Responsibilities

Easy English Summary

Responsibilities are rules that people agree to follow.

So that we can work well together, we have made a list of responsibilities for



- Us – Clear Supports Disability Services
- You – Our customer

If you need help with this document, you can talk to



- your family
- your friends
- people who support you

Our responsibilities



We will

- Treat you with respect.
- Listen to you.
- Support you in the way you want support.
- Talk to you about any changes.
- Work with you to change your supports if your needs change.
- Keep your information safe.
- Follow all Government laws and rules.
- Charge the agreed rate.
- Let you know who you can talk to about.
 - Sharing feedback
 - Making a complaint





Your responsibilities

You will



- Treat us with respect.
- Talk to us about any issues or concerns.
- Give us time to follow up your concerns.
- Tell us what we need to know to give you the best supports.
- Tell us if you need to change the time or day of your supports
- Tell us if you want to cancel your agreement.
- Tell us if your funding plan has changed.



Consent to use of photographic images and audiovisual recordings

(copy to be retained by signatory)

These materials often use images of people. The purpose of this form is to seek consent to use your, or your child's, image for this purpose.

<p>My details</p> <p>Name</p> <p>Address</p> <p>Email: Telephone:</p> <p>Child's name, if applicable:</p>
<p>My Consent</p> <p>I, [name], being at least 18 years of age, consent to Clear Supports Disability Services using and publishing photographic images and audiovisual recordings (the Material) of me or my child for informational and promotional purposes without remuneration and release Clear Supports Disability Services from any infringement of any personal or property rights arising from use of the Material by Clear Supports Disability Services or third parties.</p> <p>I agree to my name being published with the photographic image Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Signature: Date:/...../20.....</p>

Privacy Notice

Personal information means any information or opinion about an identified, or reasonably identifiable, individual.

The collection of personal information by Clear Supports Disability Services is for the purposes of recording your consent to the use of your images or audiovisual recordings in promotional and informational publications. If the relevant personal information requested in this consent form is not provided by you, Clear Supports Disability Services will be unable to use your image or audiovisual recordings under these terms.

Personal information may be disclosed to other Australian agencies, including persons or organisations where necessary for these purposes, provided the disclosure is consistent with relevant laws, in particular the *Privacy Act 1988*.

To access or correct personal information please contact Clear Supports via their email – info@clearsupports.com.au