**NDIS Service Agreement:**

 **Transport Service**

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| --- | --- |
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1. Parties

**This Service Agreement is made between:**

|  |
| --- |
| **PARTICIPANT** |
| First Name: |  |
| Family Name: |  |
| Date of Birth: |  |
| Phone Number: |  |
| email: |  |

**and / or**

|  |
| --- |
| **PARTICIPANTS REPRESENTATIVE (WHERE APPLICABLE)** |
| First Name: |  |
| Family Name: |  |
| Organisation: |  |
| Phone Number: |  |
| email: |  |

The Participant’s representative can be a family member, friend or someone close to the Participant who can manage the funding for supports.

**with:**

|  |
| --- |
| **PROVIDER** |
| Business / Trading Name: | Sunbird Home Care |
| Legal Name:  | Call My Doctor Pty Ltd |
| Primary Address / Head Office: | 7/47 Abbotsford RoadBOWEN HILLS QLD 4006 |
| ABN: | 31 625 854 159 |
| ACN:  | 625 854 159 |
| Phone: | 1800 13 47 11 |
| Email: | info@sunbirdhomecare.com.au |
| Website: | [www.sunbirdhomecare.com.au](http://www.sunbirdhomecare.com.au) |

2. Agreement Details

|  |  |
| --- | --- |
| Participant’s NDIS Number: |  |
| Participant’s Date Of Birth: |  |
| NDIS Plan Start Date: |  |
| NDIS Plan End Date: |  |
| Service Provider | Sunbird Home Care |

3. Scope

This ‘Service Agreement’ is made against the National Disability Insurance Scheme (NDIS) rules and goals. This ‘Service Agreement’ has been developed to ensure that the participant and provider have an agreed expectation of the supports in line with the NDIS Plan to:

* support the independence and social and economic participation of people with disability
* provide reasonable and necessary supports, including early intervention supports, for participants in the Scheme launch
* enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports
* facilitate the development of a nationally consistent approach to the access to, and the planning and funding of, support for people with disability
* promote the provision of high-quality and innovative supports to people with disability
* raise community awareness of the issues that affect the social and economic participation of people with disability and helps with greater community inclusion of people with disability

Service and Support Schedule

Agreed services and supports between the Participant and the Provider is documented in the ‘Service and Support Schedule Form’.

Continuity of Supports

Participant needs, support requirements, strengths, goals, culture, diversity, values and beliefs specified by the participant including the inputs from their family/support network are identified during the initial assessment process and documented in the ‘Participant Assessment & Support Plan’.

Participant’s preferences such as the same language, same culture or specific criteria will be considered, where possible.

Sunbird Home Care is committed to the continuous support for the Participant, and in the event of worker absence or vacancy, a suitably qualified and experienced person will perform the role. An alternative arrangement will be set with the participant approval, in case of unavoidable interruptions.

With the participant’s consent or direction, Sunbird Home Care will develop and maintain links through collaboration with other providers to share information and meet participant needs. That information will be recorded in the ‘Participant Assessment & Support Plan’

Change

If changes to the supports or delivery services are required, the Parties agree to discuss and review this ‘Service Agreement’. If applicable, changes in this ‘Service Agreement’ will be in writing, signed and dated by both Parties. Also, the ‘Service and Support Schedule Form’ will be reviewed and updated.

Withdrawal Of Service

This ‘Service Agreement’ can be withdrawn at any time with 2 weeks formal notice. The requirement of notice will be waived if either party breaches this ‘Service Agreement’.

Access to supports required by the participant will not be withdrawn or denied solely based on the dignity of risk choice that has been made by the participant.

Service Delivery Conditions

Sunbird Home Care agrees to provide the client **Transport Services**. The supports and their prices are set out in Schedule of Supports (Item No.12). 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 client NDIS supports) are the responsibility of the client / clients representative and are not included in the cost of the supports.

4. Fees and Charges

Costs

The costs of agreed services and supports between the Participant and the Provider is documented in the ‘Service and Support Schedule Form’. All fees comply with the NDIS price guide and may change during this ‘Service Agreement’ in accordance with NDIS price guide changes. If fees do change the participant will be notified in writing.

Please refer to the NDIS price guide:

[https://www.ndis.gov.au/providers/pricing-arrangements#ndis-pricing-arrangements-and-price-limits](https://www.ndis.gov.au/providers/pricing-arrangements%22%20%5Cl%20%22ndis-pricing-arrangements-and-price-limits)

All prices are GST inclusive (if applicable) and include the cost of providing the supports.

Payment

The participant has agreed to pay to the Provider for their services and supports on the day and after the Participant’s attendance as below: [One or more of the below paragraphs may apply. Delete those that do not apply.]

Self-Managed Funding

The Participant has chosen to Self-Manage the funding for NDIS supports provided under this ‘Service Agreement’. After providing those supports, the Provider will send the Participant an invoice for those supports. The Participant can pay the invoice by EFT, credit card, cash or cheque within 7 days with the terms outlined in the invoice.

If the invoice remains unpaid after 2 weeks, services will cease until payment of all invoices is made.

[AND / OR]

Nominee Managed Funding

The Participant’s Nominee manages the funding for supports provided under this ‘Service Agreement’. After providing those supports, the Provider will send the Participant’s Nominee an invoice for those supports for the Participant’s Nominee to pay. The Participant’s Nominee can pay the invoice by EFT, credit card, cash or cheque within 7 days with the terms outlined in the invoice. If the invoice remains unpaid after 2 weeks, services will cease until payment of all invoices is made.

[AND / OR]

NDIA Managed Funding

The Participant has nominated the NDIA to manage the funding for supports provided under this ‘Service Agreement’. After providing those supports, the Provider will claim payment for those supports from the NDIA.

[AND / OR]

Registered Plan Managed Provider

The Participant has nominated (INSERT Plan Manager) as a Registered Plan Management Provider to manage the funding for NDIS supports provided under this ‘Service Agreement’. After providing those supports, the Provider will claim payment for those supports from the Registered Plan Management Provider. If the invoice remains unpaid after 2 weeks; services will cease until payment of all invoices is made.

|  |
| --- |
| **Plan Manager** |
| Name: |  |
| Email: |  |
| Start date of support: |  |

Cancellation

Cancellation by the Participant:

Please refer to the NDIS price guide:

<https://www.ndis.gov.au/providers/pricing-arrangements/pricing-updates#key-pricing-changes-effective-1-july-2023>

Where a provider has a Short Notice Cancellation (or no show), they are able to claim 100% of the agreed fee associated with the activity from the participant’s plan, subject to the NDIS Pricing Arrangements and Price Limits and the terms of the service agreement with the participant.

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 seven (7) clear days notice for a support.

For supports delivered to a group of participants, if a participant cancels their attendance and if the provider is unable find another participant to attend the group session in their place then, if the other requirements for a short notice cancellation are met, the provider is permitted to bill the participant who has made the short notice cancellation at the previously agreed rate that they would have billed if the participant had attended the group. All other participants in the group should also be billed as though all participants had attended the group.

Providers can only claim from a participant’s plan for a Short Notice Cancellation of the delivery of a support item to the participant if all of the following conditions are met:

* The NDIS Pricing Arrangements and Price Limits indicates that providers can claim for Short Notice Cancellations in respect of that support item; and
* The proposed charges for the activities comply with the NDIS Pricing Arrangements and Price Limits; and
* The provider has the agreement of the participant in advance (that is, the service agreement between the participant and provider should specify that Short Notice Cancellations can be claimed); and
* The provider was not able to find alternative billable work for the relevant worker and are required to pay the worker for the time that would have been spent providing the support.

Cancellation by the Provider:

Where a provider has a short notice cancellation (or no show), they are able to recover 90% of the fee associated with the activity, subject to the terms of the service agreement with the participant. Cancellations are accepted by email, text or phone call.

Please refer to the NDIS price guide:

<https://www.ndis.gov.au/providers/pricing-arrangements/pricing-updates#key-pricing-changes-effective-1-july-2023>

Additional Expenses

Additional expenses 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:

* Haircuts
* Beaty Salon Visits
* Movie Tickets

5. Provider Responsibilities

* Respect the Participant’s legal and human rights
* Respect the Participant’s culture, diversity, values and beliefs that identify during the initial assessment process
* Respect and protect the personal privacy and dignity of the Participant
* Respect work with the Participant’s interpreter or representatives
* Respect the Participant’s autonomy to make their individual choices
* Respect the Participant’s right to access an advocate
* Provide services and supports as per the ‘Service and Support Schedule Form’
* Review the provision of supports at least every 12 months with the Participant
* Treat the participant with courtesy and respect
* Communicate openly and honestly in a timely manner
* Consult the participant and/or the participant’s representative on decisions about how supports are provided
* Listen to the participant’s feedback and resolve problems quickly (see ‘Feedback, complaints and Incidents’ section of this ‘Service Agreement’)
* Give the participant information about managing any incidents, complaints or disagreements (see ‘Feedback, complaints and Incidents’ section of this ‘Service Agreement’)
* Give the participant details of the provider’s cancellation policy (see ‘Cancellation’ section of this ‘Service Agreement’)
* Give the participant the required notice if the provider needs to end the ‘Service Agreement’ (see ‘Withdrawn’ section of this ‘Service Agreement’)
* Give the Participant a minimum of 24 hours’ notice if the Provider must change a scheduled appointment to provide supports
* Keep clear records on the services provided to the participant
* 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

6. Participant / Participant’s Representative Responsibilities

* Inform the Provider about how they wish the supports to be delivered
* Advise the Provider of any changes to personal details (contact number, address, etc.)
* Treat the Provider with courtesy and respect
* Discuss with the Provider if the Participant has any concerns about the supports being provided (see ‘Feedback, complaints and Incidents’ section of this ‘Service Agreement’)
* Give the Provider a minimum of 24 hours’ notice if the Participant cannot make a scheduled appointment (see ‘Cancellation’ section of this ‘Service Agreement’)
* Give the Provider the required notice if the Participant needs to end the ‘Service Agreement’ (see ‘Withdrawal Of Services’ section of this ‘Service Agreement’)
* Advise the Provider 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

7. Participant’s Legal and Human Rights

At Sunbird Home Care, we respect to the Participant’s legal and human rights and ensure that they have been understood and incorporated into everyday practice. In this regard, the ‘Participant Handbook’ has been developed that includes the following policies:

* Feedback and Complaints Policy
* Privacy & Confidentiality Policy
* Participant Consent Policy
* Culture, Diversity, Values and Beliefs Policy
* Violence, Abuse, Neglect, Exploitation & Discrimination Policy
* Decision-making Policy
* Right to access an advocate Policy
* Conflict of Interest Policy

A copy of the ‘Participant Handbook’ is provided to the Participant.

8. Participant’s Consent

At Sunbird Home Care, we are committed to protect your information and ensure they are identifiable, accurately recorded, current, confidential, easily accessible to the participant and appropriately utilised by relevant workers. The ‘Participant’s Consent Policy’ is documented in the ‘Participant Handbook’ that needs to be understood and signed by the Participant.

The Provider requires to collect some personal information about the Participant to provide the highest quality of services and supports. The Participant has the right to gain access to the information the Provider hold about the Participant. The ‘Privacy & Confidentiality Policy’ is also available in the ‘Participant Handbook’. This policy provides information on how participants may request access to their personal information.

9. Incidents

At Sunbird Home Care, we ensure that all participants are safeguarded, and incidents including Violence, Abuse, Neglect, Exploitation & Discrimination are acknowledged, reported, notified to authorities, investigated, respond to, well-managed and learned from. The Participant will be provided with information on how incidents involving the participant have been managed. All our workers are aware of, trained in, and comply with the required procedures in relation to incident management.

10. Feedback and Complaints

The Participant has the right to raise any kind of feedback and will be able to raise any complaints or concerns in the unfortunate event of any incident occurring that did not meet the expectations of care. A formal investigation will commence once we receive a complaint or concern.

Please feel free to contact us:

|  |  |
| --- | --- |
| Phone: | 1800 134 711 |
| Address: | 7/47 Abbotsford Road, BOWEN HILLS QLD 4006 |
| Email: | info@sunbirdhomecare.com.au |
| Website: | [www.sunbirdhomecare.com.au](http://www.sunbirdhomecare.com.au) |

Also,‘Feedback and Complaints Management Form that is provided in this ‘Welcome Pack’ can be completed. If you have a concern or complaint about the quality or safety of services provided, you can also make a complaint to the [NDIS Commission](https://www.ndiscommission.gov.au/about/complaints).

More information

* How to make a complaint;
	+ <https://www.ndiscommission.gov.au/document/806>
* Make a complaint (Complaint Contact Form);
	+ <https://forms.business.gov.au/smartforms/servlet/SmartForm.html?formCode=PRD00-OCF>
* NDIS Complaints Management and Resolution; Rules 2018
	+ <https://www.legislation.gov.au/Details/F2018L00634>
* How to make a complaint about a provider
	+ <https://www.ndiscommission.gov.au/about/complaints>
* Compliance and Enforcement Policy V2.0 – June 2019
	+ <https://www.ndiscommission.gov.au/sites/default/files/documents/2019-06/compliance-and-enforcement-policy-v2-june-2019-word.pdf>
* NDIS Complaints management
	+ <https://www.ndiscommission.gov.au/providers/complaints-management>

11. Contact Details

|  |
| --- |
| **PARTICIPANT** |
| First Name: |  |
| Family Name: |  |
| Date of Birth: |  |
| Address: |  |
| Phone Number: |  |
| email: |  |
| Alternative Contact Person: | Name: |  |
| Phone Number: |  |
| Emergency Contact Person #1: | Name: |  |
| Phone Number: |  |
| Emergency Contact Person #2: | Name: |  |
| Phone Number: |  |

|  |
| --- |
| **PROVIDER** |
| Business / Trading Name: | Sunbird Home Care |
| Contact Person:  | Mr Lindsay Stewart |
| Primary Address / Head Office: | 7/47 Abbotsford RoadBOWEN HILLS QLD 4006 |
| ABN: | 31 625 854 159 |
| ACN:  | 625 854 159 |
| Phone: | 1800 13 47 11 or 0488 962 780 |
| Email: | info@sunbirdhomecare.com.au |
| Website: | [www.sunbirdhomecare.com.au](http://www.sunbirdhomecare.com.au) |
| Alternative Contact Person: | Name: | Doune Heppner |
| Phone Number: | 0427 584 374 |

12. Schedule Of Supports

I/we agree to pay for services provided by Sunbird Home Care through claiming against the National Disability Insurance Scheme (NDIS) service plan.

NDIS Plan Start Date:

NDIS Plan End Date:

The Provider agrees to provide the client **Transport Services** services for the duration of the agreement at the scheduled rate. These include

* **Transport Services**
* Clinically relevant communications including phone calls/written programs/communication with other health professionals (any task that takes more than 10 minutes will be invoiced)
* Attendance at team meetings / case conferences
* Assessment and trial of equipment as required
* Any reports, forms or letters as required by the NDIS or requested by the client / client representative
* Cancellation charges for late notice or no show appointments with less than 7 days notice

Sunbird Home Care reserves the right NOT to provide service or to cancel any future appointments for the client if you do not have sufficient funds in your plan or the plan expires. Any service fees not met by NDIS will be covered by your client / client representative.

|  |
| --- |
| **FREQUENCY OF SUPPORT** |
| [ ]  Weekly |  |
| [ ]  Fortnightly |  |
| [ ]  Monthly |  |
| [ ]  **As scheduled** |  |

|  |
| --- |
| **TRANSPORT DETAILS** |
| Pick-up location: |  |
| Drop-off location: |  |
| Other stops/locations: |  |
| Standby/wait time: |  |
| Other notes: |  |
| Total allocated budget:(Optional) |  |

**Please note that our transport van accommodates wheelchairs with a maximum width of 70cm.**

The total funding claimed by this service over the period of this service agreement will be in accordance with current NDIS price guide.

Price & Payment Information

Travel will be charged at **$2.76 per kilometre plus hourly rate (see below)**. Waiting/standby time will be charged at the hourly rate. Provider travel to and from the pick-up/drop-off location may also be charged at the hourly rate.

All prices will be adjusted if there is any change in the NDIS price guide during the service agreement period.

**Sunbird Home Care will claim funding from the following line item numbers:**

|  |  |  |  |
| --- | --- | --- | --- |
| 04\_104\_0125\_6\_1 | Van Transport - Weekday (Access Community Social and Rec Activ) | Hour | $65.47 |
| 04\_105\_0125\_6\_1 | **Van Transport - Saturday** (Access Community Social and Rec Activ) | **Hour** | **$72.13** |
| **04\_106\_0125\_6\_1** | **Van Transport - Sunday** (Access Community Social and Rec Activ) | **Hour** | **$118.78** |
| 04\_102\_0125\_6\_1 |  **Van Transport – Public Holiday**(Access Community Social and Rec Activ) | **Hour** | **$145.44** |
| 04\_799\_0125\_6\_1 | **Van Transport – Per Kilometre**(Provider Travel – Non-Labour Costs) | **KM** | **$2.76** |

13. Agreement Signatures

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

|  |  |
| --- | --- |
| **Participant or Participant Representative** | **Sunbird Home Care Representative** |
| Name:  | Name: Doune Heppner |
| Signature: | Signature:  |
| Date: | Date:  |