

NDIS Service Agreement for Core, Capacity Building & Recurrent Supports

As a registered National Disability Insurance Scheme (NDIS) provider, Villa Maria Catholic Homes (VMCH) offers individually planned supports to NDIS participants. This Agreement is made according to the rules and goals for the NDIS and sets out the Supports we will provide you, taking into account your NDIS Plan. Supports may be paid for by the NDIS or you. You have choice and control over the Supports you receive. The NDIS Schedule of Supports and NDIS Quote also form part of this Agreement.

Agreement Details

Before we provide Supports, we need your personal details.

Participant Details		
Participant	Name	
	Date of Birth	/ /
	NDIS Number	
	Home Address	
	Do you live alone	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Postal Address	
	Phone Number	
	Email	
Authorised Representative / Support Person	<input type="checkbox"/> None	
	Name	
	Address	
	Phone Number	
	Email	
	Basis of authority	<input type="checkbox"/> Parent <input type="checkbox"/> Guardian (provide details) <input type="checkbox"/> Plan Nominee/Appointed by NDIA (provide instrument) <input type="checkbox"/> Attorney (provide power of attorney) <input type="checkbox"/> Other (provide details) Details:
Emergency Contact	Name	
	Relationship	of the Participant
	Phone Number	
	Email	
	See also Schedule part 2. It explains how the Supports are provided in an emergency or disaster.	

Privacy consent	<input checked="" type="checkbox"/> We may collect, use and keep our details to provide the Supports. <input checked="" type="checkbox"/> We may take photographs of you for identification purposes and to comply with provider service standards. <input checked="" type="checkbox"/> We may share your details with other providers as needed to provide the Supports. <input checked="" type="checkbox"/> We may share your details with an NDIS approved auditor for NDIS audit purposes. <input checked="" type="checkbox"/> we have given you our privacy policy. <p>If we cannot collect and share your details with other providers, we may not be able to properly provide you with Supports. You can choose not to share your details with an auditor now or later. Please read clause 14. Ask us if you have questions.</p>
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Behaviours of concern	
Behaviours of Concern	<p>Do you have any behaviours of concern?</p> <p><input type="checkbox"/> Yes (refer to the Schedule of Supports (Part 4) for further details)</p> <p><input type="checkbox"/> No</p>

VMCH Details		
	Name	Villa Maria Catholic Homes Ltd
	ABN	32 004 364 103
	Address	Level 3, 486 Albert Street, East Melbourne, Victoria 3002.
	Contact Person	Customer Service Team
	Phone Number	1300 698 624
	Email	hello@vmch.com.au

Support Coordinator Details (if applicable)		
	Name	
	Address	
	Phone Number	
	Email	
	Organisation	

Invoicing		
Who manages your NDIS funds? (tick ONE only)	<input type="checkbox"/> NDIA	
	<input type="checkbox"/> Plan Manager (insert contact details below)	
	<input type="checkbox"/> Self-managed by Participant or Authorised Representative / Support Person	
	Name	
	Address	

	Phone Number	
	Email	
Payment Method for Supports paid by you	Payment may be made by: <input type="checkbox"/> Direct debit <input type="checkbox"/> Bank transfer (EFT) <input type="checkbox"/> Credit card	

Conflict of Interest

Are we providing you with any of the following special supports?

- ☐ Specialist Disability Accommodation
☐ Supported Independent Living
☐ Support Coordination
☐ Other (provide details)

Further details:

If we provide these supports to you, a conflict of interest may arise. For example, if you are looking for Support Coordination, then you could choose our Support Coordination service or services from Other Providers.

You acknowledge that we have told you that you can choose us to provide both the special supports and other supports, but you do not have to. If you choose us for these special supports and other supports, we will follow our obligations to act in your best interests and as directed by you.

- ☐ Please tick this box to acknowledge that you accept the conflict of interest and still wish to obtain the supports from us.

Start date for Supports

Additional Provisions (tick one)

☐ Not applicable.

☐

Signing

Please sign to confirm you agree to receive Supports according to this Agreement.

We do not have to provide Supports until you sign this Agreement.

Signed by the Participant or their authorised representative*:

Signed by an authorised officer of the Approved Provider in accordance with section 126 of the Corporations Act 2001 (Cth):

Signature of Participant or their authorised representative:

Signature:.....

.....

Capacity:

Date:

Print full name:

In the presence of:

Date signed:

Signature of Witness:.....

Print full name:

Date:

Each of us may sign electronically or separate signing pages. Together they form one Agreement.

Note: if there is a second authorised representative then use the signing clause below:

Signed by the Participants second authorised representative* (if applicable):

Signature of Participants second authorised representative (if applicable):

.....

Date:

In the presence of:

Signature of Witness:.....

Print full name:

Date:

**If signed by an authorised representative, please specify your name and authority to enter this Agreement on behalf of the Consumer and provide VMCH with a certified copy of the relevant authority (e.g. Enduring Power of Attorney/Guardian – please provide details) or a signed Nominated Representative form:*

Name of Representative (if applicable):

Representative's authority:

Name of Representative (if applicable):

Representative's authority:

Note: If this Agreement was signed electronically and witnessed remotely, this document was signed and witnessed over audio visual link in accordance with the requirements of s12 of the Electronic Transactions (Victoria) Act 2000 (Vic).

Terms and Conditions

1 Your responsibilities

You and your NDIS Plan

You and your Authorised Representative agree to tell us about relevant goals and outcomes in your NDIS Plan.

Tell us about changes

You and your Authorised Representative agree to:

- Tell us if your NDIS Plan changes.
- Tell us if you are no longer a NDIS participant.
- Tell us if your personal details change.
- If relevant to the Supports, tell us about your home, and if there are any changes.
- Tell us if someone new is managing your NDIS funds.

You and your Supports

You and your Authorised Representative agree to:

- Help us make sure the Supports meet your goals and needs.
- Tell us as soon as possible if you cannot show up for a Support.
- Approve and pay the Fees.

Your dealings with our staff

You and your Authorised Representative agree to:

- Help us provide a healthy and safe workplace for our staff. Tell us about risks for our staff.
- Follow the Health Rules.
- Tell us if you have any concerns or complaints about Fees or the Supports.

2 Our responsibilities

How we provide the Supports

We agree to:

- Consult with you to give you choice and control about how you like to receive the Supports.
- Provide you with the Supports at agreed times.
- Support your decisions about your life and Supports to meet your goals, needs and outcomes.
- Work with your other support providers and share details as needed.
- Work with you if your support needs or goals change.
- Send invoices and statements for the Supports.
- Work with you to review the Supports regularly and at least every 12 months.
- Manage and report incidents according to our policies.
- Manage emergencies and disasters according to our emergency and disaster plans.
- Follow the NDIS Code of Conduct and NDIS Practice Standards.
- Follow the Health Rules.

How we will treat you

We agree to:

- Treat you with courtesy and respect.
- Listen to your feedback.

- Work with you to resolve issues quickly and effectively.
- Respect your privacy and confidentiality.

Dignity of risk

You have a legal right to make decisions that involve risk. This is called dignity of risk. We agree to assist you to exercise your rights to dignity of risk. We will assist you by providing information and support to enable you to make decisions about your life.

We will follow your reasonable directions about Supports, including if you do not want the Supports or want to change how we provide the Supports.

If your choice means that there is a risk to our staff or we may breach our duty of care or legal obligations, we will tell you. We may stop providing Supports if it will put our staff or our legal obligations to you at risk. We will follow this Agreement if we need to stop providing Supports.

3 Supports

The Schedule lists the agreed Supports. Please tell us if you want to add, change or stop the Supports.

We will update the Schedule if the Supports change or if your NDIS Plan changes.

If we change how we offer the Supports, we will give you 14 days' notice. You can stop the Supports before the change happens. Otherwise we will take it that you accept the change.

Telehealth / Telepractice Remote Supports

We may offer Supports using phone or video calls. We call this Telehealth or Telepractice. The Schedule lists Supports that use Telehealth and/or Telepractice. You agree we can provide Supports this way. You acknowledge that we explained the benefits before adding a Telehealth Support.

4 Non-Direct Supports

Non-Face-to-Face Support Provision

Some Supports may involve us doing things or writing reports when you are not there, if allowed by the NDIS Rules. You acknowledge that we explained the benefits before adding that agreed Support.

NDIA Requested Reports

You agree that we may write NDIA requested reports. We will charge you Fees for this Support.

5 Price for Supports

Fees

The Schedule lists the agreed Fees for all Supports. We will update the Schedule if prices change.

You acknowledge that both of us can agree on prices for Supports that are below the NDIS Pricing Arrangements.

Changes to Fees

The Schedule may state that "**Fees change with NDIS Pricing Arrangements**". The latest NDIS Pricing Arrangements are available on www.ndis.gov.au.

Otherwise we will tell you our Fees and give you notice if the Fees change.

You can stop the Supports before the Fees change. Otherwise we take it that you accept the change.

Other price matters

If we claim a temporary transformation payment, we will tell you. We will follow the conditions in the NDIS Rules, and we may charge a higher Fee for the Supports.

If allowed by the NDIS Rules, we may round support quantities up. For example, we may charge the higher rate where:

- Funded Supports fall into multiple categories.

- Multiple rates might apply within a shift.

If both of us thought a Support is NDIS funded, but that turns out to be wrong, then you must pay for the Support from your own funds.

6 Provider Travel: labour and non-labour costs

If allowed by the NDIS Rules, we may charge you Fees for:

- The time our staff spend travelling to and from you to our office or another Participant for face-to-face Supports. We will charge the same rate as the Support we provide or an NDIA approved rate.
- Costs while our staff travel, such as tolls, parking and vehicle running costs (cents per km).
- Remote travel costs.

When travelling between Participants, we will try to split our time equally if each Participant agrees. You acknowledge that we explained why this charge represents the best use of your NDIS funds.

7 Other charges

If allowed by the NDIS Rules, we may charge you:

- Setup fees, establishment fees or re-establishment fees to help start your Supports with us.
- Cancellation or exit fees.
- Centre capital costs for Supports that are provided at our centre.
- Late payment or other fees.
- For personal protective equipment and other items required or allowed by the Health Rules.
- For social events or recreation where our staff go with you, and which are not NDIA funded. For example, if we go with you to the movies.
- Activity based transport costs when travelling with you, for example public transport tickets.

8 Payment

We will send invoices to the person who manages your NDIS funds.

Invoices must be paid within 14 days of the invoice date.

We will provide a payment receipt on request or to support NDIA acquittals.

If allowed by the NDIS Rules, we may ask you to pay before we provide the Supports.

9 Goods and Services Tax (GST)

Currently, GST laws makes a Funded Support GST-free if:

- you have a current NDIS plan;
- the Supports supplied by us are reasonable and necessary and in your NDIS Plan;
- there is a written agreement between you and us which states that the supply is of one or more reasonable and necessary supports specified in the statement of participant supports under section 33(2) of the NDIS Act, and;
- the Supports are covered by a GST- free supply (NDIS determination) under GST laws.

GST may apply when we provide Supports paid by you from your own funds, depending on the type of Supports. You must pay any GST on those Fees at the same time and in the same way as the Fees.

10 Changing, rescheduling or cancelling Supports

If you cannot show up or are unwell

Please tell us as soon as possible if you cannot show up for a Support and need to cancel.

If you are unwell, please tell us as soon as possible.

What happens if you cancel a Support?

If you cancel or do not show up at Short Notice, we may charge a cancellation fee.

If you have many cancellations, we will contact you to find out why this is.

If we change or cancel a Support

We may cancel or reschedule a Support by giving you at least 14 days' notice.

We may cancel or reschedule a Support in unforeseen situations beyond our control. This may include if there is an emergency or disaster. We will not charge you any Fees if we cancel a Support.

We may need to change the way we provide a Support instead of cancelling a Support. This could be because of the Health Rules, an emergency or a disaster.

Changes to your Supports

If your Support needs change, you may need to change your NDIS Plan. We will work with you and the NDIS to transition to a new NDIS Plan and change your Supports if needed.

Program of Supports

For a program of Supports, we may charge you the Fee for a Support if you do not show up and we cannot find someone else to take your place.

You may cancel a program of Supports by giving us 14 days' notice.

If you do not show up for 4 weeks in a program of Supports, this will be considered an unplanned exit from the program. We can charge you Fees for the 4 weeks you did not show up.

11 Pausing or ending this Agreement

If you want to end this Agreement

You may end this Agreement by giving 14 days' notice to us.

You can end this Agreement without giving 14 days' notice if:

- Your health and safety is at risk from the Supports we are providing.
- We have not followed the Health Rules.
- There is a consistent and ongoing failure by us to provide the Supports.

If we want to pause the Supports or end this Agreement

We may end this Agreement by giving 14 days' notice to you. If you do not have enough time to make alternative arrangements, this Agreement does not end until we give you enough time. If we can claim cancellation or exit fees, this Agreement ends after we claim those fees.

We can choose to either pause the Supports or end this Agreement, without giving 14 days' notice, if:

- An invoice remains unpaid by its due date or you owe us money.
- The health and safety of other people is at risk as a result of us providing the Supports to you.
- You or your Authorised Representative are rude to our staff, including use of derogatory terms, racist, violent, threatening, aggressive, intimidating, or offensive behaviours.
- You have not followed the Health Rules.
- You cancel the Supports and we consider it materially adversely impacts our ability to manage our duty of care to you.
- You do not have enough funds in your NDIS Plan.
- We think you do not have funds to pay for Supports yourself.
- Your Funded Supports are no longer in your NDIS Plan.

At the end of this Agreement, we will comply with our obligations under the NDIS Rules to assist you to transition to a new provider. We will share your information with the new provider if you want us to.

After this Agreement ends, you must immediately pay any Fees you owe us. Until you pay, we may hold belongings you stored with us.

12 Changing this Agreement

This Agreement may be changed by mutual agreement in writing.

This Agreement is taken to include changes to Fees, Supports and required terms under the NDIS Rules or GST Act.

13 Transport in your vehicle

If we transport you in your vehicle for the Supports, you must make sure the vehicle is safe, registered and comprehensively insured and provide us with evidence of registration and insurance.

We are not responsible for any damage caused to a vehicle you own or supply. You must pay all vehicle costs, such as petrol and your insurer's excess for any damage claim.

14 Privacy and sharing of personal and health information

Using your personal and health information

We will comply with all applicable Privacy Laws, NDIS Rules and our privacy policy.

We will collect and use your personal and health information to provide your Supports. This may include your name, contact details and medical information. We may use your information for internal administration, training, assessments and reviews. We will take reasonable steps to store your information securely and protect it from misuse or unauthorised access or disclosure.

You agree that we can ask third parties for your information so that we can provide Supports to you, including:

- Family, carers or representatives.
- General practitioner, medical specialists, allied health providers.
- Support coordinators, plan managers or other providers.

You agree that we can give your information to other people we involve in the Supports, including:

- The person who helps you pay the Fees and other support providers.
- Health professionals.
- The NDIA, NDIS Commission, NDIS auditors or government departments.

If you have a question about how we use your information

Please read our privacy policy for more about the handling of your information.

Contact the privacy officer in our privacy policy with any questions or concerns about the privacy of your information, or if you want to access, correct or withdraw consent to use of your information.

Complaints about our handling of your information can also be made to the Office of the Australian Information Commissioner.

After this Agreement ends, we will continue to keep your information private and confidential.

15 Issues, complaints and dispute resolution

Please tell us about any issues, concerns or complaints about the Supports or Fees. If you do this:

- We will review and investigate what happened. We may need to talk to you about what happened, or with anyone else who was involved.
- We will review our policies, practices and procedures to try and stop this happening again.
- We will respond to you about the complaint within a reasonable time.

You can ask for support from family, a friend or an independent advocate to make a complaint.

You may refer your complaint to any State or Territory advocacy service, the NDIS Commission, or any other government body which deals with complaints at any time. You can contact the NDIS Commission on 1800 035 544.

We will work with you to resolve any issues, concerns or complaints about the Supports or our Fees.

Please read our complaints policy for more about how to raise issues and complaints.

16 Incident management

Please read our incident management policy for more about how incidents involving you are managed.

17 Emergencies and disasters

If you need urgent medical care, please call your doctor or call 000.

If there is an emergency or disaster:

- The schedule part 2 describes how we provide the Supports in an emergency or disaster.
- We will follow the procedures set out in our Critical Incident and Business Continuity Management Policy.
- We will seek appropriate assistance despite what the Schedule part 2 says.

18 General

The Additional Provisions in the Agreement Details take priority to these terms and conditions.

We may ask other people to help us provide the Supports.

We may transfer all or part of our interest, rights and obligations under this Agreement to another provider. This means that the other provider takes our place. If we do this, we will tell you.

When read with the NDIS Rules, this Agreement constitutes the whole agreement between us.

This Agreement is governed by the laws of the State or Territory in which the Supports are provided.

A party may sign this Agreement and any variations to it, by electronic means where permitted by law. Each other party consents to that party signing by electronic means.

The parties agree that if any party signs this Agreement by electronic means, then an electronic form of this Agreement with that party's electronic signature(s) appearing will constitute an executed counterpart and a print-out of this Agreement with that party's electronic signature(s) appearing will also constitute an executed counterpart.

19 Definitions

Agreement includes Agreement Details, these Terms and Conditions, the Schedule and attachments.

Agreement Details means the tables at the start of this Agreement.

Authorised Representative or **Support Person** means a parent, guardian, plan nominee appointed by the NDIA, attorney or other authorised representative named in the Agreement Details.

Fees mean the fees, charges and costs for the Supports.

Funded Supports means the supports provided to you which are funded by the NDIS, including those listed in Schedule part 2, as varied.

Health Rules means all laws, regulations and public health directions or orders, including about COVID-19, immunisations, infection control, and screening and reporting requirements as varied, in the State or Territory where we provide the Supports.

NDIA means the National Disability Insurance Agency.

NDIS means the National Disability Insurance Scheme or any replacement or equivalent scheme.

NDIS Act means the *National Disability Insurance Scheme Act 2013* (Cth).

NDIS Commission means the NDIS Quality and Safeguards Commission.

NDIS Plan means your NDIA approved plan (which may be attached to this Agreement), as varied.

NDIS Practice Standards means the NDIS Practice Standards and Quality Indicators under NDIS Rules, or any binding guidance from the NDIS Commission to improve quality and safety of NDIS Supports.

NDIS Pricing Arrangements means the guide regarding pricing arrangements and price limits published by the NDIA and any addenda.

NDIS Rules means the *National Disability Insurance Scheme Act 2013* (Cth) and its regulations, NDIS Practice Standards, NDIS Code of Conduct, and any other binding rules registered NDIS providers must follow.

Participant and **you** means the NDIS participant named in the Agreement Details.

Privacy Laws means, to the extent applicable, the *Privacy Act 1988* (Cth) and/or State or Territory laws for handling personal, health or sensitive information. It also includes their respective privacy principles and directions, guidelines, determinations or recommendations made by a privacy commissioner or similar regulator.

Provider and **we/us** means the provider named in the Agreement Details or any notified assignee.

Short Notice for Funded Supports is set out in the NDIS Pricing Arrangements. This is currently if you:

- Do not show up for a Support within a reasonable time; or
- Have given less than the required notice period

Supports means Funded Supports and/or supports that you pay for any reason. Supports may be payable by you, and listed in Schedule part 2, because:

- the NDIA does not fund the Support.
- the NDIS has not set any fees for the supports or services.
- the supports or services are not in your NDIS Plan or you are not eligible.

SCHEDULES

NDIS SCHEDULE OF SUPPORTS: Supports provided by the Provider

(Refer to attached Schedule of Supports)

NDIS QUOTE: Cost of Supports provided by the Provider

(Refer to attached Quote)