

Service Agreement

The National Disability Insurance Scheme (NDIS) emphasizes the importance of having a written service agreement to ensure clarity and mutual understanding between participants and providers. Such agreements help outline and solidify expectations regarding the delivery and nature of supports.

Service agreements are essential for ensuring that both the participant and Pride Disability Services have a shared understanding of the services to be provided, including the specifics of what will be delivered and how. This written document helps prevent misunderstandings and disputes by clearly defining roles, responsibilities, and terms of service, thereby fostering a transparent and accountable service relationship.

Pride Disability Services agrees to provide supports and services for the duration of the participant's NDIS plan, with all supports scheduled in **3-hour support blocks**.

Exceptions to these support blocks apply in the following situations:

- **Non-Face-to-Face Supports:** A minimum of 15 minutes will be allocated for any support block unless otherwise agreed upon. This ensures that even for non-face-to-face support services, a substantial amount of time is allocated for the participant's needs.
- **Support Coordination:** A minimum of 30 minutes will be allocated unless otherwise agreed upon. This acknowledges the importance of support coordination and ensures adequate time is allotted for coordination activities.
- **Psychosocial Recovery Coach:** A minimum of 1 hour will be allocated unless otherwise agreed upon. This ensures that participants receive adequate time for coaching activities.
- **Telehealth - Phone and Virtual Support Delivery:** A minimum of 15 minutes will be allocated for telehealth services, whether provided over the phone or through virtual platforms. This ensures that participants receive meaningful support during these sessions.
- **Plan Reviews and Care Team Meetings:** A minimum of 3 hours will be allocated for plan reviews and care team meetings, acknowledging that such meetings often require thorough discussions and planning.
- **Shadow Shifts and Requested Support Worker Training:** A minimum of 3 hours will be allocated for shadow shifts and requested training, allowing sufficient time for observation, learning, and skill development.
- **Welfare Checks:** A minimum of 15 minutes will be allocated for any support block unless otherwise agreed upon. Welfare checks involve regular check-ins to assess the participant's safety, well-being, and social support. These checks help in early detection of problems and reduce risks such as neglect or unsafe conditions.

Welfare checks are regular check-ins conducted as part of client service delivery to ensure clients' safety and well-being, including those served by Pride Disability Services. These checks involve simple assessments of physical health, mental well-being, and

social support. With plans in place for immediate assistance if needed, welfare checks help in early detection of problems and reduce risks such as neglect or unsafe conditions. By fostering stronger relationships with clients through caring interactions and addressing their holistic needs, welfare checks contribute to comprehensive care. Implementation involves staff training, utilizing technology for communication, collaborating with other organisations, and collecting feedback for continuous improvement. By integrating welfare checks into client service delivery, Pride Disability Services can provide effective support, ensuring clients receive timely assistance and lead healthier lives, by stipulating these minimum durations in the service agreement, both parties can ensure that sufficient time is dedicated to each type of support activity, promoting effective service delivery and participant satisfaction.

By specifying these minimum durations in the service agreement, both parties ensure sufficient time is dedicated to each support activity, promoting effective service delivery and participant satisfaction.

Through an internal risk assessment, the provider reserves the right to allocate an appropriate staffing support level based on qualifications and experience, as necessary to maintain effective support delivery. This staffing allocation is in line with NDIS pricing categories and is at the discretion of Pride Disability Services.

This staffing allocation applies in cases involving:

- **Behaviours of concern**
- **Behaviour support plans (BSP)**
- **Current or past court orders**
- **Co-supporting with allied health models**
- **Crisis intervention and management**
- **Emergency services intervention**
- **Disaster management**

Through the intake and assessment process, Pride Disability Services will consider the participant's wishes for their desired support worker and match accordingly. While staff preferences are taken into account, Pride Disability Services cannot guarantee that a particular staff member or a staff member matching certain requirements (such as age, sex, or pronouns) will always be available. The provider will roster the most suitable staff member to fill the shift.

Pride Disability Services reserves the right, through risk assessment processes, to assign support staff in a way that maintains the highest level of participant and staff safety and ensures effective support delivery.

Pricing and Support Levels

Pride Disability Services specializes in supporting individuals from the LGBTIQ+ and gender-diverse communities. Leveraging our expertise, we provide tailored, high-quality support to meet the unique needs of each individual.

We offer flexible pricing in accordance with the NDIS Price Guide and are a registered provider of both Core Supports (line item 0106) and Capacity Building Supports (line item 0125).

Eligible Claims

These supports encompass several claimable items:

- **Direct Service Provision:** Providing direct support to participants.
- **Non-Face-to-Face Support Provision:** Includes planning and coordination activities not involving direct participant interaction.
- **Provider Travel:** Travel expenses incurred by support workers.
- **Short Notice Cancellations:** Fees applicable when a participant cancels support at short notice.

Additionally, Pride Disability Services can claim for:

- **Provider Travel – Non-Labour Costs:** Using support item code 04_799_0104_6_1 for non-labour travel expenses.
- **Activity Based Transport – Social, Economic, and Community Participation Supports:** Using support item code 04_592_0104_6_1 for transport costs related to support activities.
- **Level Two High Intensity:** For advanced support requiring highly skilled and experienced staff.
- **Lower Rate for Less Qualified Staff:** Participants choosing support from staff with less experience or formal qualifications will be billed at a lower rate.
- **Higher Rate for Advanced Skills:** Participants choosing support from staff with advanced skills and expertise will be billed at a higher rate.

Delivery of Supports

- **Claim Timing:** These supports can be claimed on weekdays between 6:00 am and 8:00 pm.
- **Worker Qualifications:** Support workers must have the skills and experience equivalent to:
 - **Social and Community Service Employee Level 2** (maximum pay points).
 - **Social and Community Service Employee Level 3** (minimum pay point) under the SCHADS Award.

Rosters

- Once a Quote has been accepted by the participant and the participant has received their Client Welcome Pack, Pride Disability Services will work with the Participant and the Client Services Manager to Roster weekly supports for the duration of this Service Agreement / NDIS Plan as per requested support times, hours and days;
- A participant would like to be supported on a Wednesday for 3 hours of supports every week for the duration of their Service Agreement / NDIS Plan being 52 weeks.

Staff Rostering and Communication:

Pride Disability Services is dedicated to assigning staff members who are best suited to meet the unique needs of each participant. This ensures that participants receive personalized support from staff members possessing the requisite skills and expertise.

Rosters detailing staff assignments will be provided to the participant at least 7 days in advance of their scheduled support sessions. Furthermore, as a gesture of courtesy, Pride Disability Services will send a SMS text to the participant 24 hours prior to their scheduled support session.

This proactive approach to communication and scheduling aims to heighten participant satisfaction and ensure that participants are adequately prepared for their support sessions with Pride Disability Services.

Appointment Rescheduling:

If a participant is unable to attend their scheduled appointment, it is the responsibility of the participant to promptly contact the Client Services Manager or their Support Worker to reschedule the appointment. Failure to do so will result in a full charge for the rostered shift.

If Pride Disability Services is unable to fill the shift due to the participant's absence or staffing issues, the Client Services Manager will contact the participant to advise them of the situation and assist in rescheduling the appointment. This ensures that efforts are made to accommodate the participant's needs while maintaining the efficiency of service delivery.

This policy underscores the mutual commitment to effective communication and collaboration between participants and Pride Disability Services in managing support appointments and ensuring the optimal utilization of resources.

With this addition, the service agreement now includes a provision for handling situations where the shift cannot be filled, providing clarity and transparency in the event of scheduling challenges.

Travel

- Participants must pay for their own travel costs if they manage their own transport funding.
- Provider travel – Labour Costs (time) – where a worker must travel to the participant.
 - The provider may claim travel time for the time spent travelling to or from a worker’s ordinary place of work to a participant.
 - Where a worker is travelling to provide services to more than one participant in a ‘region’, then it is reasonable for a provider to apportion all of the travel time (including the return journey where applicable) between the participants who received support from the worker.
 - the maximum amount of travel time that can be claimed for the time spent travelling to each participant (for each eligible worker) is 30 minutes in MMM1-3 areas and 60 minutes in MMM4-5 areas. (Note the relevant MMM classification is the classification of the area where the participant is when the support is delivered.)
 - Claims for travel in respect of a support are billed using the same line item and hourly rate as the primary support being delivered to the participant.

Provider Travel – Non-Labour Costs

- Costs incurred in addition to the cost of a worker’s time, when travelling to deliver Face-to-Face supports to a participant (such as road tolls, parking fees and the running costs of the vehicle)
- For a vehicle owned by the provider or the worker, \$1.00 per kilometre (price indexed to The *NDIS Pricing Arrangements and Price Limits*, this may be adjusted during the time of this agreement in line with The *NDIS Pricing Arrangements and Price Limits*)
- For other forms of transport or associated costs, such as road tolls, parking, public transport fares, the full amount incurred will be claimed against the participants plan.
- The non-labour costs will be claimed against the relevant “Provider Travel - non-labour costs” support item as indicated in the *NDIS Pricing Arrangements and Price Limits*.

Activity Based Transport - Social, Economic and Community Participation Supports

- When providing supports in the Assistance with Social, Economic and Community Participation Support Category (“community participation supports”) at the request of a participant to transport a participant to, or from, or as part of, a community participation support, the provider will bill the participant’s plan for the time that support workers spend providing the transport support.
- For a vehicle owned by the provider or the worker, **\$1.50 per kilometre** (price indexed to The *NDIS Pricing Arrangements and Price Limits*, this may be adjusted during the time of this agreement in line with The *NDIS Pricing Arrangements and Price Limits*)
- For other forms of transport or associated costs, such as road tolls, parking, public transport fares, the full amount incurred will be claimed against the participants plan.

Pride Disability Services workers and staff will under no circumstances enter into or travel in a vehicle owned and or operated by the participant.

Pride Disability Services endorses community access and capacity building support models, as a result:

- The provider encourages the use of public transport.
- If a worker with a vehicle is required for community access reasons, the participant must request this prior to the scheduled support shift.
- It is not guaranteed that a worker will be provided with a vehicle, as such it is the responsibility of the participant with the collaboration of their worker to source alternate methods of transport.

Payments and Cancellations

The Provider will invoice for their provision of support and include the cost of providing the services after the support has been delivered.

- Invoices for services delivered are sent fortnightly to the Participants nominated financial manager.
- Invoices are required to be paid within 14 days.
- Additional expenses (i.e. things that are not included as part of a Participant’s NDIS Services) are the responsibility of the Participant and are not included in the cost of the Services. Examples include, entrance fees, event tickets, meals, etc.
- Participants must pay for their own travel costs if they manage their own transport funding.

- Where there is an Extension of a participants NDIS plan and there has been no request for an updated service agreement, this agreement will roll over as an active agreement for the duration of the extension. Or until a request for an updated agreement has been made by the Participant, their care team or the Provider.
- The Provider reserves the right to suspend services and or terminate this agreement if:
 - Payments are not received within 30 days from the date of invoice.
 - Funding has been exhausted or utilised in a way where the provider cannot access funding to cover the cost of supports delivered.
 - If it is ascertained that at the time of this agreement there is not adequate funding to cover the value of this agreement.
 - If there is a breach to the Providers zero tolerance policy, be that from the Participant or from external supports of the participant working with the Provider.
 - If the Participant, Support Coordinator and or Financial Planner refuses for any reason to approve the payment of invoices.
 - If a NDIS service booking cannot be created by the Provider in line with this agreement.
 - If the Participant ceases to be a recipient of NDIS funding.
 - There is dispute between agencies regarding the allocation of appropriate staffing support levels as deemed necessary by the Providers risk management framework.

In order to avoid paying a cancellation fee, a Participants should do the following:

- Show up for the scheduled support at a reasonable time.
- If the provider is travelling, the Participant should be at the agreed-upon destination within a reasonable time.
- If a cancellation is required, the Participant should give the appropriate amount of notice outlined in the NDIS Pricing Arrangements and Price Limits.

Should a Participant cease support during an active shift, the Provider retains the right to charge in full for the scheduled shift in line with NDIS cancellation guidelines.

If the Participant is under the influence of alcohol or other prohibited substances, supports will be cancelled and recorded in support worker notes accordingly, the scheduled shift will be charged in full under NDIS cancellation guidelines.

- Pride Disability Services reserves the right to cease services immediately if staff safety is placed at risk.

Should either party wish to end this Service Agreement they must give 2 weeks' notice.

Establishment Fees

Claiming for Establishment Fees for Personal Care/Participation Supports. These support items recognize the otherwise non claimable costs that providers face in establishing arrangements with participants. They can be delivered to individual participant's subject to the rules set out in the NDIS Pricing Arrangements and Price Limits. These support items are claimable by a provider who assists a participant with the implementation of their NDIS Plan, who has made an agreement with the participant to supply a minimum of 20hours per month for three or more consecutive months of:

Personal Care

Supports - that is, supports in the Activities of Daily Living Support Category that are delivered by providers in the Registration Groups:

0101 Accommodation/Tenancy
0104 Assist Personal Activities High
0106 Assist-Life Stage, Transition
0107 Assist-Personal Activities
0116 Innov Community Participation
0117 Development-Life Skills
0125 Participate Community
0136 Group/Centre Activities

Supports - that is, supports in the Social, Economic and Community Participation Support Category delivered by providers in the Registration Groups:

0101 Accommodation/Tenancy
0104 Assist Personal Activities High
0106 Assist-Life Stage, Transition
0107 Assist-Personal Activities
0116 Innov Community Participation
0117 Development-Life Skills
0125 Participate Community
0136 Group/Centre Activities

Each provider can only claim an Establishment Fee in respect of a participant once across all plans. If a provider delivers services to a participant through more than one Registration Group or more than one Support Category, they can only claim for one Establishment Fee, and only if they meet the other requirements set out above. More than one provider is able to claim an Establishment Fee against a given plan as long as each provider meets the relevant requirements. These support items are subject to price limits as set out in the following.



Rights and Responsibilities **Pride Disability Services agrees to:**

- Review the provision of support at least annually with the Participant.
- Communicate openly and honestly in a timely manner.
- Treat the Participant with courtesy and respect.
- Listen to the Participants feedback and resolve problems quickly.
- Give the Participant a minimum of 24 hours' notice if the Provider must change the scheduled support time.
- Give the Participant the required notice if the Provider deems it necessary to end this Service Agreement.
- Protect the Participants privacy and confidential information in line with current privacy legislation.
- Keep accurate records on the supports provided to the Participant.

Pride Disability Services is committed to providing a duty of care to all participants by where Pride Disability Services policy outlines the organisation's commitment to maintaining a safe and secure environment, preventing negligence, and ensuring the well-being of everyone associated with our services, to which Pride Disability Services has a legal and ethical obligation. In the event that participants have no supports rostered over a 7-day period, the Client Support Manager will conduct a health and safety check by engaging with the participant/s by way of either Phone, email or message, this welfare check will be deemed as Non Face to Face supports and will be billed accordingly and in line with the NDIS.

The Participant agrees to:

- Inform the Provider about how they wish their support to be delivered.
- Treat support workers with courtesy and respect.
- Provide the Provider a copy of their NDIS goals to ensure measurable outcomes against service provision.
- Talk to the Provider if the Participant has any concerns about the support being provided.
- Inform the support worker if the Participant is under the influence of alcohol or other prohibited substances at the time of support in order to respect staff choice in ensuring the safety of both themselves and the participant.



Feedback, Complaints and Disputes

If the Participant wishes to give the Provider feedback, the Participant can talk to

- Their allocated support worker
- Filling out the Complaints form at www.pridedisabilityservices.com.au
- The Providers Disability Services Manager – 1800 774 333
- The NDIS Commission – 1800 035 544, or by visiting one of the offices in person, or visiting www.ndiscommission.gov.au for further information.

This Agreement

This agreement complies with the NDIS Commission regarding Service Agreements. Pride Disability Services' policies may be updated periodically, and as such, the policy applied to this agreement may change in line with NDIS guidelines and current pricing arrangements and price limits.

A full breakdown of NDIS Pricing Arrangements and Price Limits can be found at www.ndis.gov.au