

Down Syndrome NSW - Service Agreement

This Service Agreement is made between a participant and Down Syndrome NSW, for the purpose of providing supports under the participant’s NDIS plan. The participant may ask another trusted person to enter into the Service Agreement on their behalf. This is someone close to the participant, such as a family member or friend or someone who manages the funding under a participant’s NDIS plan.

This **Service Agreement** is for _____, a participant in the National Disability Insurance Scheme (**NDIS**), and is made between:

Participant

And _____

Provider

Down Syndrome NSW

This Service Agreement will commence on the date the last party signs this Service Agreement and will continue until terminated in accordance with the terms and conditions of this Service Agreement. *The above stated participant will herein after be referred to as “the Service Agreement’s participant” or “participant”.*

Participant details	
NDIS Number	
Date of Birth	
NDIS Plan Start Date	
NDIS Plan Expiry Date	

Plan Management

The participant’s NDIS plan is managed by:

Self-Managed

Email address for billing: _____

NDIA Managed: The National Disability Insurance Agency

Registered Plan Management Provider

Name of Provider: _____

Phone: _____

Email: _____

Contact: _____

For UP!Club related social and participation activities (Daily Activities or Social and Community Access (Core) to cover the requested supports):

I agree for Down Syndrome NSW to make a Service Booking for the amount of:

\$ _____

Only for 1:1 capacity building work:

Development of daily living and life skills (Capacity Building)

\$ _____ to cover the requested supports.

Copy of participant's NDIS goals

Down Syndrome NSW is committed to supporting all participants in working towards achieving their goals. In order to assist us please attach a copy of the participant's goals listed in their NDIS plan, or write below:

Fund allocation guidelines – 12 month period

The following information is to be used as a guideline only to assist the participant in allocating monies to the relevant budget in their NDIS plan. Costings are based on a participant's level of involvement over a 12 month period. Additional expenses (i.e. things that are not claimable under a participant's NDIS plan) are the responsibility of the participant and are not included in the service cost or the calculations set out in the table below. Examples of additional expenses include entrance fees, event tickets, meals, travel etc. Note: Down Syndrome NSW intends on hosting: 144 online sessions, 24 face to face outings and 3 camps per annum, in line with COVID safe requirements.

Eligible participants are welcome to apply for these activities and camps.

Price Guide

Provision of service to enable a participant to engage in community, social and/or recreational activities. Please note codes and pricing are based on the current price guide as per 1 July 2021. Pricing will change regularly in accordance with NDIA pricing updates.

1. Daily Activities or Social and Community Access (Core)

Ratio	Weekday Daytime (max per hour)	Weekday Evening (max per hour)	Saturday (max per hour)	Sunday (max per hour)	Public Holiday (max per hour)
1:03	\$24.66 04_120_0136_6_1_T	\$27.15 04_123_0136_6_1_T	\$34.60 04_121_0136_6_1_T	\$44.54 04_122_0136_6_1_T	\$54.47 04_129_0136_6_1_T
1:05	\$17.66 04_141_0136_6_1_T	\$19.44 04_142_0136_6_1_T	\$24.78 04_143_0136_6_1_T	\$31.89 04_144_0136_6_1_T	\$39.01 04_145_0136_6_1_T

2. Development of Daily Living and Life Skills (Capacity Building)

(Including service delivery, non face to face support, provider travel, short notice cancellation)

Item Number	Item Name and Notes	Unit	National
09_009_0117_6_3	Skills Development and Training	Hour	\$65.09

Please note: NDIS Cancellation Guidelines apply

Please refer to Pricing Arrangements and Price Limits Guide (1 July 2021 v1, p22) and as amended in subsequent versions for full details and updates.

Short Notice Cancellations (NDIS Price Arrangements and Price Limits 1 July 2021, v1)

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 this *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 two (2) clear business 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; or
- has given less than five (5) clear business days' notice for any other support.

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:

- this *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 this *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.

Claims for a short notice cancellation should be made using the same support item as would have been used if the support had been delivered, using the "Cancellation" option in the myplace portal.

There is no hard limit on the number of short notice cancellations (or no shows) for which a provider can claim in respect of a participant. However, providers have a duty of care to their participants and if a participant has an unusual number of cancellations then the provider should seek to understand why they are occurring. The NDIA will monitor claims for cancellations and may contact providers who have a participant with an unusual number of cancellations.

Down Syndrome NSW invoices

Item Reference Numbers are included on Down Syndrome NSW invoices. Down Syndrome NSW may on occasion issue invoices with other Item Reference Numbers under the category "Assistance with social and community participation" or others as appropriate, as per the NDIS Support Catalogue.

Breakdown examples based on different regular UP!Club session attendance :

Staying Connected online sessions; 1:5 ratio

- **Weekday DAYTIME sessions (1.5 hour duration)**
 - 1 session per week ($\$26.49 \times 50$) = \$1,324.50 per annum
 - 2 sessions ($\$52.98 \times 50$) = \$2,649 per annum
- **Weekend sessions (1.5hr duration)**
 - Saturday only sessions ($\$37.17 \times 25$) = \$929.25 per annum
 - Sunday only sessions ($\$47.84 \times 25$) = \$1196 per annum
 - Saturday + Sunday weekend sessions ($\$929.25 + \1196) = \$2125.25 per annum

Face to Face outing events; 1:3 ratio

- 4 hr Saturday face to face outing ($\$34.60 \times 4$) = \$138.40
- 4 hr Sunday face to face outing ($\$43.88 \times 4$) = \$178.16
- x 12 Saturday outings per year = ($\$138.40 \times 12$) = \$1,660.80
- x 12 Sunday outings per year = ($\$178.16 \times 12$) = \$2,137.92
- 1 camp per year approximately \$1,500

Please calculate the total amount of funding required based on your choices above

AUTHORISATION AND PAYMENT OF SUPPORTS

In order for the Participant to access support services from Down Syndrome NSW, the Participant must agree on an amount from the NDIS allocated funding to undertake the agreed support service. The participant/participant representative agrees to fund these services from the NDIS to the amount indicated below. Should there be insufficient NDIS funds to cover the booked activity, the participant/participant representative agrees to cover these expenses.

The participant/participant's representative (Plan Nominee) agrees to pay Down Syndrome NSW for the provision of supports for any activity booked by the participant and provided by Down Syndrome NSW if the participant does not have sufficient NDIS funds to cover such activity.

It is your responsibility to ensure that your NDIS plan allows for your selected category and you have enough funds available (this can be done through your Plan Manager or the NDIS).

For example, if you agree to pay and your plan is not approved for this, you will still be required to pay the balance of the agreed amount.

Additional expenses are the responsibility of the Participant and are not included in the cost of the supports. Examples include activity and camp expenses, event tickets, meals, etc.

Overdue Accounts

In the event payments for the support are not received within 14 days from the issue date of an invoice the payments will be considered overdue and support for the Participant will not be provided until the account is settled.

Contact details

The Service Agreement's participant can be contacted on:

Name	
Phone	
Mobile	
Email	
Address	

If the participant cannot be contacted, the participant's representative can be contacted on:

Name	
Phone	
Mobile	
Email	
Address	
Relationship to Participant	

The provider can be contacted on:

	Down Syndrome NSW
Phone	(02) 9841 4444
Email	admin@dsansw.org.au
Address	Level 6, 410 Church Street, North Parramatta 2151

Agreement signatures

The parties have thoroughly read and agree to the terms and conditions of this Service Agreement.

Signed by participant

Name of participant

Date

Signed for **participant** by their representative

Name of representative

Date

Signed for **Down Syndrome Association of New South Wales Inc.** by its authorised signatory

Name of authorised signatory

Date

The NDIS and this Service Agreement

This Service Agreement is made according to the rules and the goals of the NDIS.

A copy of the participant's NDIS plan is attached to this Service Agreement, unless stated otherwise by the Service Agreement's participant.

The parties agree that the NDIS aims to:

- support the independence and social and economic participation of people with disability, and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

Additional Information

Down Syndrome NSW runs UP! Club groups in New South Wales. A participant can choose to attend UP! Club activities at any UP! Club group run by the provider. For a full list of UP! Club groups visit www.downsyndromensw.org.au/upclub

Each UP! Club generally runs activities on a monthly basis, however this varies between UP! Club groups. Down Syndrome NSW will send details of activities run throughout the year via a program. The program lists the activities that Down Syndrome NSW proposes it will run during the following calendar months.

If the participant wishes to attend an UP! Club activity they must make a booking with Down Syndrome NSW by the closing date for bookings. Bookings can be made with Down Syndrome NSW by phone or via the online booking form. The participant may choose to participate in as few or as many activities as they like.

The cost of each UP! Club activity depends on the duration of the activity. Hourly rates for the UP! Club activities are set out in the table under the heading 'Price Guide' on page 5. All prices are GST inclusive (if applicable) and include the service costs for running the activity. Down Syndrome NSW has also provided fund allocation guidelines under the heading 'Fund allocation guidelines – 12 month period' on page 5 which will help the participant to consider the costs of participating in varying amounts of UP! Club activities and/or UP! Club camps during a 12 month period. For camps, participants will be charged a minimum of three hours attendance whether they choose to arrive late or leave early.

Additional activity costs must be met by the participant and are not included in the hourly rates set out on page 5 or the calculations set out in the tables on page 6. Examples of these activity costs include entrance fees, event tickets, meals, travel etc.

Responsibilities of the provider

As the provider, Down Syndrome NSW agrees to:

- provide the participant with a calendar of proposed activities
- run each UP! Club activity booked by the participant unless prior notice is given by Down Syndrome NSW
- review the UP! Club activities run by Down Syndrome NSW at least every 6 months with the participant
- communicate openly and honestly and in a timely manner
- treat the participant with courtesy and respect
- consult the participant on decisions about how activities are run
- give the participant information about managing any complaints or disagreements
- listen to the participant's feedback and resolve problems quickly
- give the participant a minimum of 48 hours' notice if Down Syndrome NSW has to change a scheduled UP! Club activity. Down Syndrome NSW will refund to the

participant any money which has been paid upfront for any UP! Club activity that does not go ahead

- give the participant the required notice if Down Syndrome NSW needs to end the Service Agreement
- protect the participant's privacy and confidential information in accordance with the law
- provide UP! Club activities in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013* and rules, and the Australian Consumer Law
- keep accurate records on the services provided to the participant
- issue invoices and statements of the activities attended by the participant.

Responsibilities of the participant

The participant agrees to:

- inform Down Syndrome NSW about how they wish UP! Club activities to be run to meet the participant's needs
- treat Down Syndrome NSW's staff and volunteers with courtesy and respect
- talk to Down Syndrome NSW if the participant has any concerns about the activities
- give Down Syndrome NSW a minimum of 48 hours notice if the participant cannot make a scheduled UP! Club activity. If the participant gives the provider notice after 3:00pm the day before the scheduled UP! Club activity or notice is not provided, the provider may charge the participant up to 90% of the fee for the scheduled UP! Club activity
- acknowledge that some events, such as shows, sporting matches and concerts, require payment of additional expenses (such as tickets) prior to the event. All payments for such events are to be made to Down Syndrome NSW via the website. In the case of a participant booking to attend a ticketed event and cancelling prior to making payment, the participant will still be required to pay for the activity unless the ticket is sold to another UP! Club member attending the activity
- be liable for any costs incurred if the participant overspends their NDIS funding
- give Down Syndrome NSW the required notice if the participant needs to end the Service Agreement
- let Down Syndrome NSW know 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.

Changes to this Service Agreement

If changes to this Service Agreement, including the activities or their delivery are required, the parties agree to discuss and review the proposed changes to this Service Agreement. The parties agree that any changes to this Service Agreement (other than changes to the cost of the activities) will be in writing, signed, and dated by the parties.

Down Syndrome NSW may change the service cost of the UP! Club activities in line with NDIA price updates. Any changes to service costs will not apply to any UP! Club activities already booked by the participant.

The participant may terminate this Service Agreement immediately upon giving written notice to Down Syndrome after receiving notice of any change to the cost of the UP! Club activities.

Ending this Service Agreement

Should either party wish to end this Service Agreement they must give at least 4 weeks notice to the other party. If either party seriously breaches this Service Agreement, then the other party may end this Service Agreement immediately upon giving written notice to the other party.

Goods and Services Tax (GST)

For the purposes of GST legislation, the Parties confirm that:

- a supply of service under this agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- the participant's NDIS plan is expected to remain in effect during the period the service is provided; and
- the Service Agreement's participant will immediately notify the provider if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

Payments

Down Syndrome NSW will invoice the participant after their attendance at the activity and will use reasonable endeavours to invoice the participant within 30 days of the scheduled activity.

If the funding for any of the services provided under this Service Agreement is managed by the participant: The participant has chosen to self-manage the funding for NDIS services provided under this Service Agreement. After providing those services, Down Syndrome NSW will send the participant an invoice for those services for the participant to pay. The participant will pay the invoice by direct deposit within 7 days.

OR

If the funding for any of the services provided under this Service Agreement is managed by a Plan Nominee: The participant's Plan Nominee manages the funding for services provided under this Service Agreement. After providing those services, Down Syndrome NSW will send the participant's Nominee an invoice for those services for the participant's Nominee to pay. The participant's Nominee will pay the invoice by direct deposit within 7 days.

OR

If the funding for any of the services provided under this Service Agreement is managed by the National Disability Insurance Agency: The participant has nominated the NDIA to manage the funding for services provided under this Service Agreement. After providing those services, Down Syndrome NSW will claim payment for those services from the NDIA.

OR

If the funding for any of the services provided under this Service Agreement is managed by a Registered Plan Management Provider: The participant has nominated the Plan Management Provider the Service Agreements participant to manage the funding for NDIS services provided under this Service Agreement. After providing those services, Down Syndrome NSW will claim payment for those services from the participants nominated Registered Plan Management Provider.

Short Notice Cancellations – Price Guide 2020-2021 Version 1.0 (published 26/06/2020, and as amended in subsequent versions)

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 two (2) clear business 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; or
- has given less than five (5) clear business days' notice for any other support.

Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can talk to Down Syndrome NSW CEO – (02) 9841 4444 or admin@dsansw.org.au

If the participant is not happy with the provision of services and wishes to make a complaint, the participant can talk to Down Syndrome NSW CEO – (02) 9841 4444 or admin@dsansw.org.au

If the participant is not satisfied or does not want to talk to this person, the participant can contact the NDIS Quality and Safeguards Commission on 1800 035 544, by visiting one of the NDIS offices in person, or visiting www.ndiscommission.gov.au/about/complaints for further information.

Useful Contacts

Other agencies that may be able to assist with a complaint are set out below.

NDIS Quality and Safeguards Commission

Phone: 1800 035 544

Website: www.ndiscommission.gov.au

National Disability, Abuse & Neglect Hotline

Phone: 1800 880 052

Email: hotline@workfocus.com

Intellectual Disability Rights Service

Phone: 02 9265 6300 or 1300 665 908

Email: info@idrs.org.au

Website: www.idrs.org.au

NSW Fair Trading

Phone: 13 32 20

Website: www.fairtrading.nsw.gov.au