

KURRAJONG NDIS SERVICE AGREEMENT

This Service Agreement is made for the purposes of providing supports under the National Disability Insurance Scheme

A Service Agreement is a collaborative process between a NDIS participant or their nominated person and Kurrajong Waratah (known as Kurrajong) as a provider of NDIS supports.

Through developing a Service Agreement with each participant, Kurrajong will focus on the aims of the NDIS to:

- Support the independence and social and economic participation of people with disability;
- Enable people with disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

There are three parts to this Service Agreement,

Part One: The requirements of both parties entering this Service Agreement.

Part Two: This lists the supports to be purchased and delivered by Kurrajong for the period designated including the costs. Both parties will be required to sign prior to supports being delivered. This part excludes supported independent living.

Part Three: Supported Independent Living supports to be purchased and delivered (if applicable).

Part One

Definitions:

Parties – include

- Participant with a NDIS Plan – a client of Kurrajong, referred to as **You** in this Agreement;
- Nominee and/or Representative – a family member, carer, friend or other person the NDIA says can support the participant to make decisions;
- Service Provider: Kurrajong.

Schedule of Supports

Part two will outline the supports which will be provided to you and will include:

- Support purpose: Core, Capacity Building or Capital;
- Support category which is allocated in your Plan;
- When will these supports be delivered (weekly, daily, monthly);
- How supports will be delivered (centre, community, participant's home or a combination of these);
- The expected timeframe supports will be delivered (weekday, overnight, weekends or a combination of these);
- Any non-face to face supports that have been agreed upon;
- The cost of the supports being purchased from each support category.

Additional expenses (ie. things that are not included as part of your NDIS supports) are the responsibility of you and are not included in the cost of the supports being claimed from your NDIS Plan. Examples include transport, entrance fees, event tickets, meals, special activity term fees and memberships, goods purchased on behalf of you or any other additional program costs above the supports listed in the attached Schedule of Supports. See Part Two, Additional Costs.

Responsibilities of Kurrajong to You:

- Once agreed, provide supports that meet your needs as listed in Part Two Schedule of Supports;
- Communicate openly and honestly in a timely manner;
- Treat you with courtesy and respect;
- Consult you on decisions about how supports are provided;
- Provide you information about managing any complaints or disagreements;
- Listen to your feedback and resolve problems quickly;
- Provide you a minimum of 24 hours' notice if Kurrajong has to change a scheduled appointment to provide supports (where possible);
- Give you 1 months' notice if Kurrajong needs to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information);
- Only charge for cancellations if Kurrajong is not able to find alternative billable work for the relevant worker for the support time you cancelled;
- Protect your privacy and confidential information;
- Issue regular invoices and statements of supports provided to you (if applicable);
- Provide supports in a manner consistent with all relevant laws, including the [National Disability Insurance Scheme Act 2013](#) and [NDIS Rules](#), the Australian Consumer Law; and keep accurate records on the supports provided to you; and
- Provide you with other information that is relevant to the supports being purchased.

Your Responsibilities

You agree to:

- Inform Kurrajong about how you wish your supports to be delivered to meet your needs;
- Act in a way which respects the rights of other clients of Kurrajong;
- Talk to Kurrajong if there are any concerns about the supports being provided to you;
- Provide Kurrajong a minimum of 2 clear business days' notice of intended absences or when you are unable to make a scheduled appointment; and if this notice is not provided, the Provider's cancellation policy and NDIS Price Guide Cancellations will apply;
- Give Kurrajong the required notice (1 month) if you need to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information);
- Let Kurrajong know immediately if your NDIS Plan is suspended or replaced by a new NDIS Plan or you stop being a participant in the NDIS;
- Give Kurrajong 2 weeks' notice if you wish to change when and how you receive any supports Kurrajong is providing to you;
- Inform Kurrajong if your circumstances are going to change and that could affect the support you receive;
- If you choose to have workers support you in your own home, you agree you are responsible to provide a safe work environment for them. You will ensure:
 - House is clean and free from hazards;
 - Equipment is in working order;
 - No smoking or consuming illicit drugs or drinking alcohol while worker is present;
 - All pets are restrained away from the worker.

Pricing

The pricing and terms of business for all support items in this Agreement are in accordance with the prices and terms set by the National Disability Insurance Agency (NDIA), where applicable, and these will be updated in accordance with any future amendments to the NDIA Pricing Guide. All other prices are as set out in Kurrajong's Price Guide and are reviewed yearly in accordance with Kurrajong policies. All items are GST-free unless otherwise stated. Kurrajong is a Temporary Transformation Payment Provider and will be charging the TTP prices in the NDIA Price Guide. See the Kurrajong website for published prices.

Payments

Kurrajong will seek payment for the provision of supports provided under this Service Agreement, as outlined in the Schedule of Supports stated in Part Two. After confirmation the supports were delivered to you, Kurrajong will expect payment depending on how the Plan is managed:

- NDIS Plan Managed by Kurrajong –Kurrajong will claim the supports provided directly from your Plan after the supports have been provided to you. This will be through the NDIS portal. You will be required to sign a separate Kurrajong NDIS Plan Management Agreement with Kurrajong. Kurrajong will pay invoices from other services (under a Plan Management Agreement) within 30 days from receiving them, as Kurrajong is required to make the claim from NDIS and check payment received prior to reimbursement.
- Self-managed NDIS Plan – Kurrajong will send you an invoice for support and expect payment within 7 days. It is your responsibility to be reimbursed through the NDIS portal.
- Plan managed by another Plan Manager (not Kurrajong) – Kurrajong will send an invoice to the Plan Manager for supports provided to you and expect payment within 7 days.
- Additional costs identified in the Schedule of Supports that you have indicated you will pay, need to be paid to Kurrajong within 7 days of incurring the expense.
- Your NDIS Plan is expected to remain in effect during the period the supports are provided.
- In the event that allocated support funds for any of the support items included in the NDIS Plan are exhausted prior to the annual review with NDIA, Kurrajong will contact you to identify and negotiate alternative arrangements for reimbursement of support costs incurred as part of the scheduled supports.
- If any money is outstanding from previous supports provided by Kurrajong, at Kurrajong's discretion, will have the right to cease the provision of further supports until the outstanding amount is paid.

Absences/Cancellation Clause

Where Kurrajong has been provided a short notice cancellation (or no show) it is able to recover 90% of the cost of the support that was to be provided to you. A cancellation is considered if you:

- Do 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;
- Have given less than 2 clear business days' notice for a support that is less than 8hrs continuous duration and worth less than \$1,000; or
- Have given less than 5 clear business days' notice for any other support.

Kurrajong will require a reason why the cancellation has occurred.

If regular cancellations are occurring Kurrajong will meet with you to discuss how these can be prevented and/or negotiate alternative support options.

If Kurrajong is able to find the worker alternative billable work for the period of support you cancelled, a cancellation fee will not be charged.

Managing Conflicts of Interest

Kurrajong provides a number of services that may be in competition with other providers, and will be transparent with you wherever there is a need to declare potential conflicts of interest.

Kurrajong will work with you to ensure you have all the information required to make informed decisions based on your individual requirements. Kurrajong will always conduct its business in a way that supports the best outcomes for the participant.

Changes to this Service Agreement

If changes to the supports or their delivery are required, the Parties agree to discuss and review this Service Agreement. The Parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the Parties.

Ending this Service Agreement

Should either Party wish to end this Service Agreement they must give 1 months' notice.

If either Party seriously breaches this Service Agreement the requirement of notice will be waived.

Feedback, complaints and disputes

All complaints and disputes will be handled in accordance with Kurrajong's Policy 3.9 Complaints Management, which can be found on the Kurrajong website or can be obtained by contacting Kurrajong First Contact on 1300 764 620.

You can also contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of its offices in person, or visiting [ndis.gov.au](https://www.ndis.gov.au) for further information.

NDIS Quality and Safeguards

Kurrajong complies with the NDIS Quality and Safeguards Commission. As part of this compliance Kurrajong is required to provide evidence of customer consultation through a variety of activities to measure the quality and your satisfaction of the services provided. The NDIS presumes you will be part of this consultation process unless you choose to opt out. If you choose to opt out there is a clause in Part Two you can tick to inform Kurrajong of your choice.