

Terms and Conditions

These Terms and Conditions are also available on Cara's website [Service Agreements & Rates - Cara](#). The Terms and Conditions may be amended by Cara at any time.

1. Cara's Responsibilities

Cara agrees to:

- a) Meet the NDIS Practice Standards and Quality Indicators, including through regular independent audits as a registered provider;
- b) Provide the agreed supports in line with the Client's NDIS Plan (where applicable) and the Schedule of Supports, to support the Client to work toward their goals;
- c) Consult with the Client/Authorised Representative when developing, reviewing, and changing the Support Plan, so supports continue to meet the Client's needs and preferences;
- d) Treat the Client with courtesy, respect and dignity, and support their right to choice, control, independence and informed decision-making;
- e) Communicate with the Client/Authorised Representative and, with the Client's consent, nominated members of the Client's support network;
- f) Review the Support Plan at least annually with the Client/Authorised Representative, or sooner if requested or if the Client's needs or circumstances change;
- g) Provide notice to the Client if Cara needs to change a scheduled service;
- h) Listen and provide information about feedback and complaints and respond in line with Cara's complaints policy;
- i) Maintain a robust incident management and safeguarding system;
- j) Support continuity of critical services during emergencies or disasters and work with the Client/Authorised Representative on contingency planning where relevant;
- k) Protect the Client's privacy and confidentiality in line with the Privacy Act 1988 (Cth), only sharing information with consent, where required by law, or to prevent or lessen a serious risk;
- l) Provide access to relevant Cara policies and procedures on request;
- m) Provide supports in line with relevant laws and requirements, including the National Disability Insurance Scheme (NDIS) Act 2013 and Rules (where applicable) and Australian Consumer Law;
- n) Deliver supports safely and competently, with workers who meet screening and role-relevant competence requirements;
- o) Keep accurate records of the services Cara provides to the Client;
- p) Issue regular invoices and statements for services delivered, in line with the current NDIS Pricing Arrangements and Price Limits (where applicable); and
- q) Communicate any changes to these Terms and Conditions with the Client / Authorised Representative.

2. Client's Responsibilities

The Client / Authorised Representative agrees to:

- a) Provide Cara with clear information about your goals, needs and preferences, and how you want supports to be delivered;
- b) Provide Cara with accurate information and any up-to-date plans about your health and support needs, including any possible risks or safety hazards, and immediately advise Cara if any changes occur;
- c) Provide Cara with a copy of your NDIS plan, including detail regarding stated supports, funding periods, budget allocations related to the services requested and goals, so that Cara can provide supports in line with the NDIS plan (if applicable);
- d) Ensure there is sufficient funding in your NDIS plan (or other funding arrangement) to fund the supports requested;
- e) Complete any consent forms reasonably required for Cara to deliver the agreed supports;
- f) Treat Cara and its employees, representatives and volunteers with courtesy and respect, and understand that harassment, violence, abuse, aggression, theft, or property damage is not acceptable;
- g) Ensure that Cara workers are only requested to perform tasks within the agreed supports and that do not pose a health or safety risk;
- h) Pay for any/all damages to Cara property caused by you;
- i) Pay costs for additional services needed while in Cara's care that are not covered by the NDIS or other funding arrangements (for example, ambulance call-out fees);
- j) Ensure Cara receives payment for the services rendered;
- k) Immediately notify Cara if your NDIS Plan (or other funding arrangement) is changed, suspended, replaced, exhausted, or if you stop being a NDIS participant;
- l) Contact Cara if you and/or your Authorised Representative have any concerns about the services being provided;
- m) Advise Cara of the Client's support coordinator and plan manager and provide up-to-date contact details for them on a timely basis;
- n) Advise Cara of requests to change the services provided with four (4) weeks' notice;
- o) Provide the required notice to cancel a service; and
- p) Provide the required notice of intent to end this Service Agreement.

3. Client Privacy and Confidentiality

Protection. Cara will protect the Client's privacy and safeguard personal information. Cara will collect, hold, use and disclose personal information only as reasonably necessary to deliver supports and manage the service relationship, in line with the Privacy Act 1988 (Cth) and the NDIS Practice Standards and Quality Indicators. Cara will not disclose the Client's personal information outside of Cara (and those working directly with Cara) without the Client's and/or Authorised Representative's consent, except where disclosure is required or authorised by law, including where Cara reasonably believes disclosure is

necessary to prevent or lessen a serious risk to life, health or safety. The State Government Information Sharing Guidelines will be applied where relevant.

Service coordination. To coordinate and deliver supports, Cara may share relevant information (on a need-to-know basis) with people and organisations involved in the Client's supports and funding arrangements. This may include support coordinators, plan managers, the NDIA and NDIS Commission, treating health and allied health professionals, and external service providers or contracted agency workers engaged by Cara to deliver supports, where the Client has provided consent or would reasonably expect this for service delivery. All such parties are required to comply with applicable privacy and confidentiality obligations.

Advertising. Cara will not use personal information for promotion or advertising without the Client's and/or Authorised Representative's prior written approval.

Other uses. Unidentified data may be reported to the Commonwealth and/or State Governments and relevant disability member bodies for statistical reporting and to support Cara's quality and continuous improvement processes.

4. Feedback, Complaints, and Incident Management

Feedback. The Client and/or the Authorised Representative may give Cara feedback by contacting Cara Head Office on (08) 8347 4588; or by filling out Cara's online feedback form [Feedback, Complaints and Advocacy - Cara](#).

Complaints. The Client and/or the Authorised Representative may make a complaint by contacting Cara Head Office on (08) 8347 4588, Cara's Safeguarding Team by email safeguarding@cara.org.au, or by filling out Cara's online feedback form [Feedback, Complaints and Advocacy - Cara](#). Complaints may also be lodged via the NDIS Quality and Safeguards Commission on 1800 035 544 or via the Health and Community Services Complaints Commissioner on 1800 232 007.

Incident management. Cara has an incident management system in place to identify and report incidents. Cara will ensure that all incidents or events where serious impact has occurred are fully investigated and will utilise this information to develop actions to improve the safety and quality of services.

5. Goods and Services Tax (GST)

All prices are GST inclusive (if applicable or unless otherwise stated).

For the purposes of the GST legislation, the Parties confirm that the supply of services under this Service Agreement is a supply of one or more of the 'reasonable and necessary services and supports' specified in subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act) as included in the Client's NDIS Plan currently in effect under section 37 of the NDIS Act. The Client / Authorised Representative will notify Cara immediately if the Client's NDIS Plan is replaced by a new plan or if the Client stops being a participant of the NDIS.

6. Fees

The Fees for the services are aligned with the National Disability Insurance Scheme (NDIS) Pricing Arrangements and Price Limits, available at [Pricing arrangements | NDIS](#). The NDIS Pricing Arrangements and Price Limits may be amended at any time. When this occurs, Cara will apply the new rates. A link to the

NDIS Pricing Arrangements and Price Limits is available on Cara's website [Service Agreements & Rates - Cara](#).

Additional expenses are the responsibility of the Client and/or the Authorised Representative and are not included in the cost of supports (e.g. entrance fees, event tickets etc).

7. Travel and Transport Costs

Cara will claim for the following travel and transport related costs, in line with the NDIS Pricing Arrangements and Price Limits:

- The worker's time to transport the Client at the relevant hourly rate;
- Non-labour costs associated with transporting the Client (such as road tolls, parking fees and the running costs of the vehicle);
- The worker's time to travel to/from the Client to provide the support, up to the maximum permitted; and
- Non-labour costs associated with travelling to deliver Face-to-Face supports to the Client (such as road tolls, parking fees and the running costs of the vehicle).

Non-labour costs will be charged at the following rates:

- The maximum per kilometre rate as indicated in the NDIS Pricing Arrangements and Price Limits; and
- For all other associated costs (e.g. road tolls, parking fees) at the full amount.

8. Payments

Please select the appropriate payment method(s) below. Where multiple payment methods apply, please select more than one. Invoices are typically issued weekly in arrears. The Client and/or Authorised Representative is responsible for ensuring payment occurs.

Cara may request the Client / Authorised Representative ensure and/or authorise payment for services delivered, if contested by the NDIA or Plan Manager. If this is unsuccessful, Cara may seek payment directly from the Client. Self Managed Clients are directly liable for payment of all services delivered by Cara.

<input type="checkbox"/>	Agency/NDIA Managed	Cara will raise service bookings on the NDIS Portal for the amount detailed in the Schedule of Supports (if applicable)
	Plan Managed	Cara will send invoices directly to your nominated Plan Manager
<input type="checkbox"/>	Plan Manager	
	Email	
	Self Managed	Cara will send invoices directly to the Client / Authorised Representative
<input type="checkbox"/>	Name	
	Email / Address	

9. Cancellations

The Parties agree that the Client will be charged for a cancellation or no show at 100% of the agreed fee unless sufficient notice is provided in line with Cara's cancellation policy, and in accordance with the NDIS Pricing Arrangements and Price Limits cancellation terms. The Client / Authorised Representative must notify Cara with more than seven (7) days' notice to prevent the cancellation charge.

10. Service Agreement Term

This Service Agreement commences on the date this agreement is signed by the Parties and continues in perpetuity until terminated. The Schedule of Supports may be amended at any time with agreement by the Parties.

11. Changes to the Service Agreement

The Parties agree that any changes to this Service Agreement will be agreed to by the Parties. If changes to the supports or their delivery are required, or requested by either Party, the Parties agree to discuss and review the Schedule of Supports.

12. Ending the Service Agreement

Notice period. Either party may end the Service Agreement by providing the other party twenty-eight (28) days' written notice.

Serious breaches. If either party seriously breaches this Service Agreement the other party may terminate immediately.

Unplanned exit. If the Client exits a SIL accommodation permanently where there is an irretrievable breakdown of supports/relationship that requires an immediate exit (for example, if the Client's personal health and safety, or that of others, is critically compromised), Cara may claim up to twenty-eight (28) days at the Client's specified weekly rate.

Exit accommodation permanently. Cara reserves the right to claim in accordance with the NDIS Pricing Arrangements and Price Limits and the NDIS Bereavement Addendum.