

Service Agreement

A Service Agreement is made between a person and Cara, or a person's representative and Cara. A person's representative is someone close to the person, for example, a family member or friend. This can include a person's guardian or independent advocate.

(This Service Agreement is used to ensure that the responsibilities of the person, and responsibilities of Cara are clear and agreed upon).

Agreement for the Provision of Services

This Service Agreement is for *(name of person receiving service)* and is made between *(insert name of customer and/or legal guardian)* and Community Accommodation and Respite Agency Inc. (Cara)

This Service Agreement is for the period from *(insert date)* to *(insert date)*.

Products and Services

The products and services you have indicated to receive are listed below. Please ensure you have appropriate funding to receive these services. Where your funding is flexible, you may choose to receive services other than those initially selected in this Service Agreement. Please note that the below amounts are an estimate only and once services are delivered you will be charged accordingly.

Service/Product	Tick as appropriate	Estimated \$ amount
Supported Independent Living (SIL)		
Short Term Accommodation		
Home and Community Support (in the home)		
Home and Community Support (in the community)		
Camps for Kids		
Getaways		
Kids Club		
Personalised Day Options		
Specialised Services Team Supports		
Transport		
Board service in Supported Independent Living		
Total		

Schedule of Services and Supports

NDIS Plan start date	NDIS Plan end date	NDIS Number (if applicable):
Summary of services being provided:		
Approved service location:		

The customer or their representative have provided the appropriate information for safeguarding detailed below. Please note: Cara does not assess this information, it must be provided by the customer or their representative.

Customer staffing ratio	Overnight Support	Customer support intensity level
<i>(please insert ratio provided: 1 support worker, 1 customer)</i>	<i>(please insert support type: i.e. passive/active)</i>	<i>(please insert appropriate level: higher intensity/ standard intensity)</i>
<p>This may vary depending on a change in environment or customer support requirements. Cara will provide services using a staffing ratio specific to the customer's needs. Where this is not possible, you will be charged at the staffing ratio applicable to the service that has been provided. Cara will notify you where possible in advance, if the customer's specific staffing ratio cannot be provided. Please note: passive overnights can be shared. If a passive overnight becomes active, Cara may, at its discretion, charge the active overnight rate to the customer who required this care.</p> <p>The Cara Schedule of Rates is applicable to the services to be provided under this Service Agreement. Please note: these prices can be amended at Cara's discretion. The latest version of the Schedule of Rates is available on Cara's website.</p>		

Payments

Payment will be sought as follows:

- Where the customer self-manages funding for services or supports provided under this Service Agreement.**

Cara will send an invoice for those services to the customer to pay. The customer will pay the invoice within the timeframe specified.

- Where a plan nominee (customer's representative) manages funding for services and supports provided under this Service Agreement.**

Cara will send an invoice for those services to the customer's representative to pay. The customer's representative will pay the invoice within the timeframe specified.

Billing address:	

- Where an agency (example: NDIA) manages funding for services and supports provided under this Service Agreement**

Cara will claim payment for those services from the agency.

Where agency managed, please tick the frequency in which you approve Cara to raise an agency service booking for services required under this Service Agreement.

- Entire Service Agreement Quarterly Monthly Ad hoc

- Where the registered plan management provider identified below manages funding for services and supports provided under this Service Agreement**

Cara will send an invoice for those services to the plan manager to pay. The plan manager will pay the invoice within the timeframe specified.

Please note: where an email address has been provided, Cara will send invoices via email.

Contact details

Customer contact details (person receiving service)	
Customer Name	
Customer Address	
Telephone	
Mobile	
Email	
Date of birth	
Customer representative contact details:	Name: Address: Phone: Mobile: Email:
<input type="checkbox"/> Parent <input type="checkbox"/> Enduring guardian <input type="checkbox"/> Guardian <input type="checkbox"/> NDIS plan nominee <input type="checkbox"/> NDIS correspondence nominee <input type="checkbox"/> NDIS child representative <input type="checkbox"/> Other _____	
Cara contact details	
Contact name and title	
Telephone [business hours] Telephone [after hours]	
Email	
Address	

Please note: when an email address is provided all communication will be sent via email.

Documents applicable to this Service Agreement

I confirm I have read and agree to the following:

- 1) Cara Terms and Conditions

The Cara Terms and Conditions are applicable to the services to be provided under this Service Agreement. Please note: these terms and conditions can be amended at Cara's discretion and the latest version of the Terms and Conditions are available on Cara's website.

- 2) Cara Schedule of Rates

The Cara Schedule of Rates are applicable to the services to be provided under this Service Agreement. Please note: these prices can be amended at Cara's discretion and the latest version of the Schedule of Rates are available on Cara's website.

I confirm I have provided the following information to Cara:

- 1) Customer consents

All customer consent documents need to be filled in prior to service commencement, the customer consents required are CP 4.1.5 (a) consent arrangement profile and CP 2.7 (b) consent to obtain and release information.

- 2) Your NDIS Plan (if applicable)

A copy of the customer's NDIS Plan has been provided and has been included to assist the provider to deliver supports. Please note: it is not mandatory for the customer to provide their NDIS Plan.

The parties agree to all items within this Service Agreement.

Name of customer / customer's representative	
Signature of customer / customer's representative	
Date	

Name of Cara authorised representative	
Signature of Cara authorised representative	
Date	

Terms and Conditions

Customers' Rights

Cara is committed to the National Standards for Disability Services:

Cara upholds individuals' rights to freedom of expression, self-determination and decision-making and actively works to prevent abuse, harm, neglect and violence.

Cara works with individuals and families, friends and carers to promote opportunities for meaningful participation and active inclusion in society.

Cara's services and supports are assessed, planned, delivered and reviewed to build on individual strengths and enable individuals to reach their goals.

Cara upholds the right of people with disability to exercise choice and control in an environment that is supportive, engaging, respectful and positive.

Cara upholds customers' right to give, or not give, their consent for sharing information.

Terms and conditions applicable to the Service Agreement

1. This Service Agreement aims to:

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

2. Schedule of Services and Supports

Cara agrees to provide the customer with the services set out in the '**Schedule of Services and Supports**' within the Service Agreement. All prices are GST inclusive (if applicable).

Additional expenses are the responsibility of the customer/customer's representative and are not included in the cost of the services and supports. Responsibilities of parties are described below to show what is and is not included in the service/product provided by Cara. Examples are not limited to those shown.

3. Responsibilities of the customer/customer's representative

As our customer and/or the customer's representative you agree to:

- a) Fully inform Cara about how you wish the services and supports to be delivered to meet your needs
- b) Provide Cara with accurate information about your health and support needs, and any changes that may occur during this Service Agreement
- c) Complete all relevant consent forms to ensure Cara can provide the best service to you
- d) Treat Cara and its employees, representatives and volunteers with courtesy and respect, and understand that behaviour such as harassment, violence, abuse, aggression, theft or property damage is a breach of Cara's values and will be managed appropriately
- e) Contact a Cara representative, if you or your representative has any concerns about services and supports being provided

- f) Not enter into an agreement with any other provider for the same services, without providing Cara with at least 14 days' notice of termination of this service agreement (or services and supports included in this service agreement). For Supported Independent Living services 60 days' notice is required prior to termination
- g) Let Cara know immediately if your NDIS Plan (or other funding arrangement) is changed, suspended or replaced by a new NDIS Plan (or other funding arrangement)
- h) Let Cara know immediately if you have used all your funding
- i) Be responsible for payment of any services that you agreed with Cara to be delivered, that cannot be claimed from your NDIS Plan (or other funding arrangement).

4. Responsibilities of Cara

Cara agrees to:

- a) Review the services provided to you at least annually and in accordance with the terms of this Service Agreement (or as and when requested by you or your representative)
- b) Provide supports within the agreed scope as documented in the 'Schedule of Services and Supports'
- c) Communicate openly and honestly in a timely manner
- d) Treat you with courtesy and respect
- e) Consult with you on decisions about how services and supports are provided
- f) Give you and/or your representative information about managing any complaints or grievances
- g) Listen to your feedback and resolve problems as quickly as possible
- h) Give you 14 days' notice if Cara needs to end this Service Agreement. For Supported Independent Living services 60 days' notice is required prior to termination of this Service Agreement. Where we identify there is a serious risk to our business or our employees, contract staff, volunteers and others, we may exercise our right to withdraw services and supports without notice
- i) Protect your privacy and confidential information as per the Australian Privacy Principles and the SA Government Information Sharing Guidelines for Promoting Safety and Wellbeing
- j) Provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law
- k) Keep records on the services we provide to you
- l) Issue invoices and statements to you or your representative (where applicable) of the services delivered
- m) Provide you with an information pack containing relevant Cara policies and procedures (on your request).

5. Your privacy

As a customer engaging in our services, Cara will ask you to provide us with personal information to ensure that we can safely provide you with appropriate and effective services and supports. Cara will endeavour to protect your privacy and safeguard your personal information. Information about you will not be disclosed outside of Cara (and those working directly with Cara) without your written permission. We will only disclose your personal information without your consent or permission, where required by law and/or Cara's duty of care overrides privacy issues and sharing information can reduce a risk. State Government Information Sharing Guidelines will be applied.

Cara will not use your information for promotion or advertising without specific approval from you or your representative.

Unidentified data may be reported to the Commonwealth and/or State Governments to provide statistical information on usage of Cara services. Unidentified data is also collected to support Cara's quality and continuous improvement processes.

6. Other payments

Cara may seek payment using a combination of the above payment methods where applicable.

Where funding is not available or becomes unavailable, and those services and supports have been provided by Cara to the customer, the customer/customer's representative agrees to pay within 21 days of a demand being made to the customer/customer's representative, the outstanding payment for the unfunded services provided.

7. Goods and services tax (GST)

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

A supply of services and supports 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 Customer's NDIS plan currently in effect under *section 37 of the NDIS Act*.

8. Changes to the Service Agreement

If changes to the services and supports or their delivery are required, the parties agree to discuss and review the Service Agreement. Any changes to the services and support may result in a change to the cost of Cara providing the services and supports and any such change in cost will be charged to the customer in accordance with the terms of the latest Service Agreement.

The Service Agreement and Rate Schedules are subject to review and adjustment as appropriate at the discretion of Cara. The latest version of the Service Agreement and Rate Schedules are available on Cara's website.

9. Adjustment to price of services

The price of the services and supports to the customer as provided under this Service Agreement are subject to review and adjustment as appropriate at the discretion of Cara. The current Schedule of Rates containing business rules are available on Cara's website. Where a valid email address has been provided changes to rates will be communicated to the customer electronically via the nominated email address.

10. Additional health supports

If a customer becomes unwell or in any case requires additional health services or supports whilst in the care of Cara, Cara or its representative, in the best interests of its customer, will seek additional medical support for the customer. Costs incurred for medical support (e.g. ambulance costs) will be payable by the customer/customer's representative.

11. Ending the Service Agreement

Should either party wish to end the Service Agreement they must do so in writing and give 14 days' notice. For Supported Independent Living (SIL) services, minimum of 60 days' notice with an exit date is required should either party wish to end the Service Agreement.

If either party seriously breaches this Service Agreement, the requirement of notice will be waived. Non-payment by the customer (or their representative) of invoices according to the agreed terms shall be considered a serious breach.

Any outstanding monies owing to Cara for the provision of services and supports, any additional services or medical supports at the time of termination of the Service Agreement must still be paid to Cara as otherwise required under this Service Agreement.

12. Feedback, complaints and disputes

Feedback: if the customer wishes to give the provider feedback, the customer can talk to the nominated Quality Service Manager.

Complaints: If you, as our customer, or your representative are not happy with the provision of services or supports by Cara and you wish to make a complaint, you can contact our Cara Connect Team on 08 8347 4588 or email contact@cara.org.au

The customer/customer's representative may also contact the National Disability Insurance Agency (1800 800 110), visit one of the NDIA offices in person, or visit 'ndis.gov.au' for further information.

Further information regarding your rights as a consumer and assistance with making a complaint can be found at <https://www.sa.gov.au/topics/rights-and-law/consumer-rights> and <https://www.accc.gov.au/consumers/complaints-problems/make-a-consumer-complaint>.

13. Legislation

Privacy and consumer law: This agreement operates within the parameters of appropriate South Australian and Australian legislation.

14. Cancellations

If the customer makes a short-notice cancellation (or is a no show), Cara will charge 100% of the scheduled appointment, service or support in instances where Cara is unable to find alternative work for the relevant worker. A cancellation is defined as 'short notice' if the participant:

- Has given less than two (2) clear business days' notice for support that meet both of the below conditions:
 - less than 8 hours continuous duration; AND
 - the agreed total price for the support is less than \$1000.
- Has given less than five (5) clear business days' notice for all other supports.

- In some circumstances a non-customer-initiated cancellation to a service may be required. This may be due to:
 - an unexpected operational matter (unforeseen circumstances effecting a staff members ability to deliver services, e.g. sudden illness, motor vehicle accident)
 - an event outside of Cara's control (e.g. natural disaster, severe weather event)
 - any other matter than may adversely impact the health and safety of our staff member or customer.

Cara will take all reasonable steps to ensure service continuity is maintained. In the unlikely event that a service cannot be delivered due to a non-customer-initiated cancellation no charge will be applied.

15. Use of agency support workers

Where required, Cara may use agency support workers to provide scheduled supports under this Service Agreement.

16. Service Agreement renewal

This Service Agreement will automatically renew at the end of the agreed period as stated on page 1 of this Service Agreement unless either party gives 14 days' notice or 60 days' notice for Supported Independent Living in writing that they wish to terminate the Service Agreement for any reason. This Service Agreement if not terminated by either party will roll over until a new agreement is signed.

17. Regional and remote price loading

Services delivered within remote or very remote areas will incur a price premium as applied by the NDIS. The Modified Monash Model (MMM) is used to determine whether service will be delivered in remote or very remote areas.

18. Establishment fees for personal care/community access

This fee may apply to all new customers who receive at least 20 hours of personal care/community access support per month for three consecutive months. The establishment fee covers one-off costs for Cara to establish the customer's service arrangements and assist in implementing the NDIS Plan.

19. Shadow shifts

Where the customer requires shadow shifts to assist with the introduction of new workers, and this is supported by the customer or their family, Cara may claim for up to 6 hours of week-day support per year.

20. Cara access to the home (home and community support)

From time to time Cara staff not directly involved in the provision of support may require access to the home or service environment for the purpose of supervision and ensuring staff and customer safety which may include the completion of a private home inspection checklist.

21. Passive vs Active overnight support

Passive overnight support: The support worker sleeps at the service in a separate room and is not active throughout the night. If passive support is provided and the support turns active due to customer need, the active support rate will be charged, subject to the NDIS claiming rules.

Active overnight support: The support worker is available for active support throughout the night, the support worker will not have the option to sleep.

22. Staff breaks

Support workers who work a certain number of hours are entitled to take breaks. When and how a break shall be taken and whether or not it will take place on or off site will depend on individual circumstances and customers' needs. Staff break arrangements will be confirmed in negotiation with you as the customer.

23. Damage to Cara property

Wilful damage to Cara property by a customer can be charged directly to the customer at the discretion of Cara.

24. Rounding

Due to NDIS portal limitation any unit calculations will be rounded, if necessary, to 2 decimal places (i.e. 2.004 will be rounded to 2.00 while 2.005 will be rounded to 2.01).

25. Plan Manager communication

If you use a plan manager and make bookings to use Cara services, Cara will endeavour to inform your plan manager.

26. Provider travel costs and activity-based transport

Where applicable, provider travel costs (labour and non-labour) may be charged against customer plans in accordance with the terms and conditions set out in the NDIS pricing arrangements and limits. Additionally, activity-based transport costs can be provided to customers for some support categories and charged against the relevant support code. For more information on provider travel costs and activity-based transport, please refer to Cara's Schedule of Rates.

27. Internet Access

Where Cara is providing Supported Independent Living supports in the customer's home, Cara requires internet access to deliver services. In recognition of this Cara may, at its discretion, manage the internet connection and pay for the internet service. The customer could have access to this internet. Internet services are provided on the basis that they are used responsibly and lawfully. Please note that internet usage may be monitored by Cara to ensure acceptable usage.

28. Crossover Shifts

When a support worker delivers the same support and this crosses a shift boundary, the higher of the relevant price limit applies to the entirety of the support and Cara will seek to claim this against the relevant support item.

29. Telehealth services and non-face-to-face supports

Telehealth services can be used to deliver direct supports where appropriate. Cara can only claim from a customer's plan for the non-face-to-face services in line with the conditions set out in the NDIS pricing arrangements and limits. An example of non-face-to-face supports is writing a report for another provider in relation to the customer's skill development progress.