

# Customer Service Agreement

## Schedule 1 - Terms and Conditions

### 1. Services

Cara agrees to provide the Customer with the Services as set out in this Schedule 1 – Terms and Conditions, as well as Schedule 2 - Schedule of Services and Schedule 3 – Program of Supports (for Supported Independent Living - SIL) and

You agree to pay Cara for any Services that you requested to be delivered that cannot be claimed from your NDIS Plan (or other funding arrangement).

### 2. Your Responsibilities

You agree to:

- a) Fully inform Cara about how you wish the Services to be delivered to meet the needs of the Customer.
- b) Provide Cara with accurate information about the Customer's 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 the Customer.
- 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 Cara Key Contacts, if you have any concerns about Services being provided.
- f) Let Cara Key Contacts know immediately via email if your NDIS Plan (or other funding arrangement) is changed, suspended or replaced by a new NDIS Plan (or other funding arrangement).
- g) Let Cara Key Contacts know immediately via email if you have used all your funding.

### 3. Our Responsibilities

Cara agrees to:

- a) Review the Services at least annually and in accordance with the terms of this Service Agreement (or as and when requested by you).
- b) Provide Services within the agreed scope.
- c) Communicate openly and honestly with you/the Customer (or the plan manager where appropriate) in a timely manner.
- d) Treat you/the Customer with courtesy and respect.
- e) Consult with you on decisions about how Services are provided.

- f) Give you information about managing any complaints or grievances.
- g) Listen to your feedback and resolve problems as quickly as possible.
- h) Protect your/Customer's privacy and confidential information as per the Australian Privacy Principles and the SA Government Information Sharing Guidelines for Promoting Safety and Wellbeing.
- i) Provide Services in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law.
- j) Keep records on the Services we provide to you/the Customer.
- k) Issue invoices and statements to you of the Services delivered.
- l) Provide you with an information pack containing relevant Cara policies and procedures (on your request).

#### 4. Your privacy

- a) **Protection.** Cara will endeavour to protect your/the Customer's privacy and safeguard personal information. Information about you/the Customer will not be disclosed outside of Cara (and those working directly with Cara) without your written permission unless 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 to this Agreement.
- b) **Advertising.** Cara will not use personal information for promotion or advertising without your specific approval.
- c) **Other uses.** 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.

#### 5. Emergency and Disaster Management

We will work with you to develop your individualized contingency plan which provides essential information in the event of an evacuation or emergency and will review this with you annually to ensure your information remains current. All services are equipped with evacuation kits and if you live in a bushfire prone area, we will have up-to-date bushfire plans in place. Cara also has an organizational crisis response team which is activated in the event of an emergency so that a coordinated approach can be provided to emergencies, crises or disasters.

#### 6. Payments

**Shortfalls.** Where funding is not available or becomes unavailable, and those Services have been provided by Cara to the Customer, you agree to pay Cara the outstanding amount within the payment terms stated on the invoice.

## 7. Fees

- a) **Rounding.** Due to limitations in the NDIS portal, any unit calculations may be rounded to 2 decimal places.
- b) **Regional and remote price loading.** Services delivered within remote or very remote areas will incur a price premium as applied by the NDIS.
- c) **Establishment fees for personal care/community access.** Cara may charge you an establishment fee as stated in our Schedule or Rates, as applicable. The establishment fee covers one-off costs for Cara to establish the Customer's service arrangements and assist in implementing the NDIS Plan.
- d) **Shadow shifts.** Where the Customer requires shadow shifts to assist with the introduction of new workers, and this is supported by the Customer, Cara may claim for up to 6 hours of week-day support per year.
- e) **Additional health supports.** If the 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 the Customer, will seek additional medical support for the Customer. You agree to pay the costs incurred by Cara for such medical support (e.g. ambulance costs).
- f) **Property damage.** Damage to Cara property by a Customer can be charged directly to the Customer's account at the discretion of Cara.
- g) **Provider travel costs and activity-based transport.** Where applicable, provider travel costs (labour and non-labour) may be charged against you in accordance with the terms and conditions set out in the NDIS price guide. Additionally, activity-based transport costs can be provided to Customer for some services 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.
- h) **Internet Access.** Where Cara is providing Supported Independent Living (SIL) services 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 may 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.
- i) **Crossover Shifts.** When a support worker delivers the same Service and this crosses a shift boundary, the higher price limit applies to the entirety of the Service and Cara will seek to claim this against the relevant Service fee.
- j) **Telehealth services and non-face-to-face supports.** Telehealth services can be used to deliver Services where appropriate. Cara can only claim from you 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 services is writing a report for another provider in relation to the Customer's skill development progress.

- k) **Review.** The Fees for the Services are subject to review and adjustment as appropriate at the discretion of Cara. Where you have provided a valid email address, Cara will notify you of any changes to the Fees.
- l) **Out of scope services.** Any services that do not fall within the scope of the Services listed in the Services Agreement are your responsibility to arrange and pay for.

## 8. Goods and services tax (GST)

- a) For the purposes of the GST legislation, the parties confirm that a 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 Customer's NDIS Plan currently in effect under s. 37 of the NDIS Act.
- b) All prices are GST inclusive (if applicable).

## 9. Feedback, complaints and incident management

- a) **Feedback.** You/the Customer may give Cara feedback by contacting the nominated Quality Service Manager.
- b) **Complaints.** You/the Customer may make a complaint about the Services by contacting Cara on 08 8347 4588 or email [contact@cara.org.au](mailto:contact@cara.org.au); Cara's Safeguarding Team by email [safeguarding@cara.org.au](mailto:safeguarding@cara.org.au); or by filling out Cara's online feedback form [cara.org.au/feedback](http://cara.org.au/feedback). You may also contact the NDIS Quality and Safeguards Commission on 1800 035 544 or the Health and Community Services Complaints Commissioner on 1800 232 007.
- c) **Incident Management.** Cara has an incident management system in place to identify and report incidents. We 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. You will be informed of any incidents that relate directly to you and the actions that have been put in place.

## 10. Cancellations

- a) This clause applies to cancellations of Services other than Supported Independent Living (SIL) services under the Program of Supports.
- b) **Cancellation Fees:** If you/the Customer makes a Short Notice Cancellation (or no show), Cara will claim 100% of the agreed fee associated with the activity from the participant's plan, subject to the NDIS Pricing Arrangements and Price Limits and in line with these Terms and Conditions of Cara's Service Agreement.

A cancellation is a short notice cancellation if the Customer:

- 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 seven (7) clear days' notice for a support
- c) **Unplanned Exits.** Cara will claim for customers exiting SIL supports permanently where there is an irretrievable breakdown of supports. An example of this could be where the customer's personal health and safety, or that of others, is critically compromised. Cara will claim this support, via the Portal, weekly at the specified weekly rate in the participant's plan subject to the following conditions:
- It is recorded in Cara's Service Agreement between Cara and you/the Customer the details of the required notice periods for any intention to claim for unplanned exit; and
  - If you/the Customer provides notice to exit and then exits the SIL arrangement early, then only the remaining period of the notice period can be claimed during the planned notice period.
  - Cara will claim one claim for 28 days or 4 weekly claims during a plan period.
- d) **Non-customer-initiated cancellations.** In the event of a non-customer-initiated cancellation, Cara will take all reasonable steps to ensure continuity of the Services is maintained. In the unlikely event that a Service cannot be delivered, no charge will be applied.
- e) **Funding shortfall disclaimer:** - Where there is a shortfall in your approved NDIS funding, Cara may require you to self-fund your supports. You may need to self-fund the shortfall amount, should this occur.
- f) **Claiming for Irregular SIL Supports:** Irregular SIL Supports are intermittent or unplanned events that disrupt supports initially planned for in the SIL plan budget. Examples of situations where Irregular SIL Supports would be required include a participant falling ill or the cancellation of a day program, so that participants are in their home and require SIL supports for a period that was not initially planned and rostered for. Cara will claim for SIL Irregular supports in accordance with the NDIS Pricing Arrangements and Price Limits. For further information regarding this please head to <https://www.ndis.gov.au/providers/pricing-arrangements#ndis-pricing-arrangements-and-price-limits>

## 11. How Cara provides the Services

- a) **Use of agency support workers.** Where required, Cara may use third party agency support workers to provide scheduled Services under this Service Agreement.
- b) **Access to the home (home and community support).** Cara staff may require access to the home for the purpose of supervision and ensuring staff and

Customer safety which may include the completion of a private home inspection checklist.

- c) **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 Customer needs.
- d) **Program of Supports.** Customers accessing Cara's Supported Independent Living (SIL) services will access these services according to a 'Program of Supports' agreed with Cara as per Schedule 3 – Program of Supports of this Service Agreement and as modified in writing from time to time. The Program of Supports will include:
  - a roster of care for a 12-week period; and
  - the set weekly amount for SIL services.

## 12. Ending the Service Agreement

- a) **Notice period.** Either party may end the Service Agreement by giving the other party 14 days' written notice (for Supported Independent Living (SIL) services, the notice period is 60 days).
- b) **Serious breaches.** If a party seriously breaches this Service Agreement (for example, non-payment of Fees within a reasonable period of time), the other party may terminate immediately.
- c) **Monies owing.** You must pay to Cara any outstanding monies owing to Cara for the provision of Services, any additional services or medical support at the time of termination of the Service Agreement.
- d) **Automatic renewal.** Unless terminated earlier, this Service Agreement will automatically renew at the end of the Term and will roll over month to month until a new agreement is signed.

## 13. Definitions

**Passive overnight support** means the support worker sleeps at the location in a separate room and is not active throughout the night. If the support turns active due to Customer need, the active support rate will be charged, subject to the NDIS claiming rules.

**Active overnight support** means the support worker is available for active support throughout the night and will not have the option to sleep.

**Non-customer-initiated cancellation** means a cancellation initiated by Cara or another party involved in the delivery of the Services and may include for example:

- an unexpected operational matter (unforeseen circumstances affecting a staff member's ability to deliver Services, e.g. sudden illness, motor vehicle accident);
- an event outside of Cara's control (e.g. natural disaster, pandemic, severe weather); or
- any other matter that may adversely impact the health and safety of Cara's staff member or the Customer.