

# Customer Service Agreement

## Schedule 1 - Terms and Conditions

### 1. Services

Cara agrees to provide the Customer with the Services as set out in the Customer Service Agreement and in this Schedule 1 – Terms and Conditions, as well as Schedule 2 - Schedule of Services and Schedule 3 – Schedule of Supports (together the **Services**).

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. Our Responsibilities

Cara agrees to:

- a) Review the Services at least annually and in accordance with the terms of this Service Agreement and your/the Customer's NDIS Plan (or as and when requested by you/the Customer).
- b) Provide Services within your/the Customer's NDIS Plan or as otherwise agreed.
- c) Communicate openly and honestly with you/the Customer (and/or the plan manager, your/the Customer's support coordinator) where appropriate in a timely manner.
- d) Treat you/the Customer with courtesy and respect.
- e) Consult with you/the Customer on decisions about how and when Services are provided.
- f) Give you information about managing any complaints or grievances in connection with the Services to be provided by Cara.
- g) Listen to you/the Customer's feedback and resolve problems in connection with the Services as quickly as possible and in accordance with Cara complaints management policy.
- h) Protect your/the Customer's privacy and confidential information as per the NDIS Practice Standards and Quality Indicators, the Privacy Act 1988 (Cth), Australian Privacy Principles and the SA Government Information Sharing Guidelines for Promoting Safety and Wellbeing and as contemplated in clause 4 of these Terms and Conditions.
- i) Provide Services in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and Australian Consumer Law and any other laws applying to the Services.
- j) Keep records on the Services we provide to you/the Customer in accordance with clause 4 of these Terms and Conditions and the NDIS Practice Standards and Quality Indicators.

- k) Issue invoices and statements to you/the Customer of the Services delivered in accordance with clause 8 of these Terms and Conditions.
- l) Provide you/the Customer with an information pack containing relevant Cara policies and procedures (on your/the Customer's request).

### 3. Your Responsibilities

You/The Customer agree(s) 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 you/the Customer's health and support needs, and immediately advise Cara if any changes occur during this Service Agreement.
- c) Complete all relevant consent forms to ensure Cara can provide the best Services to you/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 may affect Cara's ability to continue to provide Services.
- e) Contact Cara Key Contacts, via phone 8243 5070 or email at [catact@cara.org.au](mailto:catact@cara.org.au), if you/the Customer have any concerns about the Services being provided.
- f) Advise Cara of your/the Customer's support coordinator and plan manager and provide up-to-date contact details for them on a timely basis.
- g) Let Cara Key Contacts know immediately via email if you/the Customer's NDIS Plan (or other funding arrangement) is changed, suspended or replaced by a new NDIS Plan (or other funding arrangement) as this may affect Cara's ability to continue Services.
- h) Let Cara Key Contacts know immediately via email if you/the Customer has used all the funding.

### 4. Your privacy

- a) **Protection.** Cara will 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/the Customer's prior written permission unless required by law and/or Cara's duty of care overrides privacy issues and sharing information can reduce a risk. The State Government Information Sharing Guidelines will be applied to this Agreement. All information will be protected in accordance with the Privacy Act 1988 (Cth) and NDIS Practice Standards and Quality Indicators.

- b) **Advertising.** Cara will not use personal information for promotion or advertising without you/the Customer's prior written 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

Cara will make every reasonable effort to ensure that Services are not disrupted. Cara will follow all necessary directives of Government in the event of a pandemic or natural disaster that may result in an initial disruption of services. We will work with you/the Customer to develop your/the Customer's individualised contingency plan to ensure any disruptions are minimised. Your contingency plan also provides essential information in the event of an evacuation or emergency and will review this with you/the Customer annually to ensure your /the Customer's information remains current. All SIL services are equipped with evacuation kits and if you/the Customer live in a bushfire prone area, we will have up-to-date bushfire plans in place. Cara also has an organisational 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. Provider Travel

Cara may charge for the time its workers spend travelling to you. This time is charged to your plan and is deducted from the total budget of the relevant support category. The NDIS Pricing Arrangements and Price Limits explains when Cara can claim travel time and the NDIS price guide details how much time can be claimed.

## 7. Activity-Based Customer Transportation

Where community participation supports and transportation are provided Customers will incur a charge. The charge will include:

- The worker's time at the agreed hourly rate for the relevant support item for the total time the worker provides support (this time is charged to your NDIS plan and is deducted from the total budget of the relevant support category), and
- Travel costs (that you may choose to fund from your NDIS budget or directly) at the following rates:
  - For a vehicle that is not modified for accessibility, up to \$0.97 a kilometre.
  - For a vehicle that is modified for accessibility or a bus, up to \$2.76 a kilometre.
  - For other forms of transport or associated costs, such as road tolls, parking, and public transport fares, up to the full amount.

## 8. Payments

**Weekly Billing.** In accordance with the latest NDIS Pricing Arrangements and Price Limits, Cara will invoice weekly for the agreed typical schedule of supports provided and as outlined in the Service Agreement for SIL Supports. All other Services will be invoiced monthly in arrears.

## 9. 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/the Customer an establishment fee as permitted by the NDIS Pricing Arrangements & Price Limits. A link to the NDIS pricing is located on our website. The establishment fee covers one-off costs for Cara to establish the Customer's service arrangements and assist in implementing the NDIS Plan.
- d) **Temporary Transition Payment (TTP).** This payment is available for personal care and community access supports. This is a conditional loading (increase in prices that can be charged) to help providers with any costs transitioning to the NDIS. Cara will charge the TTP for supports, where applicable.
- e) **Shadow shifts.** Where you/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.
- f) **Additional health supports.** If you/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/the Customer agree to pay the costs incurred by Cara for such medical support (e.g. ambulance costs).
- g) **Property damage.** Damage to Cara property by you/the Customer will be charged directly to the you/the Customer.
- h) **Telehealth services and non-face-to-face supports.** Telehealth services can be used to deliver Services where appropriate. Cara can only claim from you/the Customer for the non-face-to-face Services in line with the conditions set out in the NDIS Pricing Arrangements and Price 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.
- i) **Review.** The Fees for the Services, NDIS Pricing Arrangements and Price Limits are subject to review and adjustment as appropriate in accordance with the changes made from time to time by the NDIS and in accordance as published on the NDIS website. In circumstances where fees are not covered by your/the Customer's NDIS Plan then Cara may make changes to these fees at its discretion. Cara will notify you/the Customer of any changes to the Fees by providing advice to you/the Customer via your preferred contact details.

- j) **Out of scope services.** Any additional services that do not fall within the scope of the Services listed in the Service Agreement are your/the Customer's responsibility to arrange and pay for. Cara will provide you/the Customer with information regarding fees associated with any additional Services prior to such amounts being incurred.

## 10. Goods and services tax (GST) – A New Tax System (Goods and Services Tax) Act 1999 (GST legislation)

- a) 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 Customer's NDIS Plan currently in effect under s. 37 of the NDIS Act.
- b) All prices are GST inclusive (if applicable or unless otherwise stated).

## 11. Feedback, complaints and incident management

- a) **Feedback.** You/the Customer may give Cara feedback by contacting your Key Contact or the Cara office.
- b) **Complaints.** You/the Customer may make a complaint about the Services by contacting Cara on 08 8243 5070 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/the Customer 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/the Customer will be informed of any incidents that relate directly to you/the Customer and the actions that have been put in place.

## 12. Cancellations

- a) This clause applies to cancellations of Services other than SIL services under the Schedule of Supports as set out in Schedule 3 to these Terms and Conditions.
- b) **Cancellation Fees:** If you/the Customer makes a Short Notice Cancellation (as defined below) (or no show), Cara will claim 100% of the agreed Fee associated with the activity from you/the Customer's NDIS 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 you/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

- iii. Has given less than seven (7) clear days' notice.
- c) **Exits.** Cara will claim for you/the Customer's exiting SIL supports permanently where there is an irretrievable breakdown of supports. An example of this could be where you/the Customer's personal health and safety, or that of others, is critically compromised. Cara will claim this support, via the NDIS Portal, weekly at the specified weekly rate in the Customer's NDIS plan subject to the following conditions:
    - i. 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; and
    - ii. Cara will claim one claim for 28 days or 4 weekly claims during a plan period.
    - iii. Cancellation of community participation will be charged in accordance with the NDIS Pricing Arrangements and Pricing Limits (as amended from time to time).
  - 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:** - If you/the Customer require supports and/or services above those provided for in your /the Customer's NDIS plan Cara, will require you/the Customer to self-fund your/the Customer's supports.
  - 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 refer to: <https://www.ndis.gov.au/providers/pricing-arrangements#ndis-pricing-arrangements-and-price-limits>

### 13. 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 the 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) **Schedule of Supports.** Customers accessing Cara's SIL services will access these



services according to a 'Schedule of Supports' agreed with Cara as per Schedule 3 – Schedule of Supports within the Service Agreement and as modified in writing from time to time.

#### 14. Ending the Service Agreement

- a) **Notice period.** Either party may end the Service Agreement by giving the other party 14 days' written notice. For SIL Services the notice period is 60 days.
- b) **Serious breaches.** If either party seriously breaches this Service Agreement (for example, those matters outlined in clause 3 of these terms and conditions or non-payment of Fees within a reasonable period of time), the other party may terminate immediately.
- c) **Monies owing.** You/the Customer must pay to Cara any outstanding monies owing to Cara for the provision of additional services, as agreed to in writing by you/the Customer at the time of termination of the Service Agreement. These may include any services provided outside of your/the Customer's NDIS Plan or medical support.
- d) **Automatic renewal.** Unless terminated earlier, this Service Agreement will automatically renew at the end of the Term of the Service Agreement and will roll over month to month until a new Agreement is signed.

#### 15. Definitions

All terms used but not defined within these Terms and Conditions have the same meaning in the Service Agreement, attached to these Terms and Conditions, unless otherwise expressly defined within these Terms and Conditions.

**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.

**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.

**Service Agreement** means the Service Agreement attached to these Terms and Conditions.