

This Service agreement has been developed for the purpose ensuring that the participant and/or their nominee and/or representatives is aware of their responsibilities, that of SWDS and is used as reference throughout the supports detailed on their current Service Schedule.

## Service Schedule

The Service Schedule will detail the supports that will be delivered under the participants NDIS plan. This will be updated and amended as required and will align with the most current terms as listed in the most recent version of this Service Agreement Statement.

## Responsibilities of Service Provider – South West Disability Services

- To take all reasonable measures to provide the support delivery that is detailed in the Service Schedule for the nominated period, as agreed upon by the participant and/or their nominee and South West Disability Service.
- To provide the participant and/or their nominee an appropriate amount of lead time when changes of supports occur (where possible 12hours minimum).
- Promote involvement by the participant and/or their nominee in decision making around their support.
- To develop and maintain accurate records relating to the support provided to the participant.
- Issue invoices and statements in a timely and efficient manner.
- Collect, maintain and store personal information in accordance with South West Disability Service's Privacy Policies.
- Communicate openly and honestly.
- Listen to feedback provided to South West Disability Services and resolve any disputes and/or issues in a timely and effective manner.

## Responsibilities of Participant and Nominees

- To contact South West Disability Services if the participant and/or their nominee have any concerns around their current Service Schedule delivery.
- To provide South West Disability Services with 24hrs notice in the event of any variation to service delivery.
- If under a Program of Support model, participant to provide South West Disability Services with 2 weeks notice in the event of withdrawal from the program.
- To work with South West Disability Services in a manner that will ensure that the participant's needs are met and the service delivery accurately reflects the participant's goals and funding.
- To recognise that the Service Schedule will reflect the support that is provided by South West Disability Services, and is aligned to this Service Agreement to detail terms, conditions and requirements.

- To notify South West Disability Services if the participant's plan is suspended, reviewed or replaced by the NDIS or if the participant ceases being a participant of the NDIS.
- Notify and disclose any behavioural or potential high risk concerns/ criminal convictions.
- To abide by South West TAFE and South West Disability Services policies, procedures and rules as applicable. (these can be found on the SWTAFE website)

## Variation to Service

### Cancellation or 'No Show

If the participant and/or their nominee wish to cancel a standard support listed in the Service Schedule, the participant or nominee is required to contact South West Disability Services via telephone on (03) **55648720**, 24hrs prior to the support being provided. If no notice is given prior to a cancellation or no show, South West Disability Service is able to recover 100% of the support cost as per the NDIA price guide. Ongoing cancellation or no show by the participant will result in NDIS being notified and may trigger a NDIS plan review.

If the participant is engaging in supports as part of a **program of supports**, participant will be invoiced for full attendance of the program, regardless of absence from a session.

### Changes to supports

All changes to support are required to be processed by the NDIS Program Officers, NDIS Officer, the Disability Services Coordinator or Manager Disability Services at the Warrnambool Office.

**(03) 5564 8720**

[disability.support@swtafe.edu.au](mailto:disability.support@swtafe.edu.au)

Support staff are not authorised to make any adjustments and/or changes to the participant's Service Schedule. An amendment will be made to reflect the change on the participant's Service Schedule where funding or significant change is required.

### Program of Support - Group

NDIS programs (up to 12 weeks duration) are classified as a program of support. As such, the cancellation period for a session does not apply and you will be invoiced for the entirety of the program. If you wish to withdraw from the program of support, 2 weeks notice is required. SWDS will cover 30km per NDIS program for activity based transport. Additional km's will be apportioned amongst participants for group transport and invoiced accordingly.

### Billable non-face-to-face hours

Non face to face hours are automatically calculated per program to incorporate goal attainment and progress reporting at key points. Any additional billable non face to face hours will be calculated individually as needed and will be listed on the Service Schedule as 'as required'. Where additional reporting is requested, this may be negotiated.

### **Termination of agreement and services**

Should either the participant and/or their nominee or South West Disability Service or South West TAFE wish to end this Agreement and Service Schedule, notice of 2 weeks is required. In the event of a serious breach of this agreement, the agreement and Schedule will be terminated immediately. Any moneys held in a service booking will be released upon confirmation of termination. Where the Service Schedule date expires, South West Disability Service may cease providing support, if support continues in faith (at the discretion of SWDS) the participant and or nominee agree to be liable for any support associated costs.

### **Complaints and Feedback**

If the participant and/or their nominee wish to give feedback or make a complaint they may;



Phone: (03) 5564 8720



Email: [disability.support@swtafe.edu.au](mailto:disability.support@swtafe.edu.au)



Person: Timor Street - Warrnambool Campus I Building

If the participant feels that their concern requires further assistance, they may contact; the **NDIS Quality and Safeguarding Commission**



Phone: 1800 035 544

or



submit a complaint contact form online at [www.ndiscommission.gov.au](http://www.ndiscommission.gov.au)

All participants and their nominees have a right to an advocate, a list of advocates can be supplied upon request and is included in the participant handbook upon engagement in supports.

### **Payments and Costs**

#### **Distribution of invoices**

All invoices will be distributed by South West TAFE on a regular basis following the delivery of service. Where a participant utilises a South West TAFE vehicle, each KM will be charged at .75c for car and \$1.32 for bus, where there is a group use of the vehicle this cost will be shared.

This will be categorised as either;

Activity Based Transport

or

Transport

Invoices will be distributed as per Service Schedule details and NDIS plan and will be payable within thirty (30) days of the date of invoice, in the event that invoices cannot be paid by the due date, the participant and or nominee is required to contact South West Disability Service on **(03) 55648720** to discuss and negotiate alternative ways of payment.

### **Amendments to pricing**

Support prices are reflective of the most current NDIA Price Guide. Price increase will be automatically amended upon release of new NDIA Price guide. Updates for this will be provided in SWDS newsletter.

### **GST**

NDIS items are GST exempt, as stated within the GST Act 1999 Section 38. Where the participant is required to pay for consumables or services outside their current NDIS plan GST may be applicable. A supply of supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant's NDIS Plan currently in effect under section 37 of the NDIS Act.