

INALA SERVICES AND SUPPORTS

TERMS OF AGREEMENT



These Terms of Service detail the terms and conditions of NDIS supports provided by INALA.

Unless otherwise agreed and detailed, these terms of support cover the support services relating to your NDIS Plan. For the specific details of your current Plan, please refer to your Service Agreement Summary Schedule of Supports.

INALA agrees to provide *supports as detailed in your Service Agreement Schedule of Supports* for the period indicated in your Schedule. This will be the basis of your agreed NDIS Service Booking for Supports unless otherwise agreed.

INALA will liaise with you and will respect any applicable notice periods in relation to any changes in the type or duration of supports in the event of a review of your National Disability Insurance Agency (NDIA) plan occurring.

These supports will continue as agreed unless a review is initiated earlier by either yourself / your nominated Plan Nominee or Inala.

1. Responsibilities

INALA responsibilities:

- provide you with written information (or in other format as requested) about the types of support to be offered;
- work with you and your family/carer and other relevant stakeholders (where required) to provide supports in a manner that suit your needs;
- consult you and your family/carer and other relevant stakeholders (where required) on decisions about how supports are provided and provide you with ample time for you to make your decisions.
- Treat you and your family/carer with courtesy and respect, and communicate and act at all times consistent with all privacy and confidentiality expectations and obligations.
- communicate openly and honestly and in a timely manner;
- Listen to your feedback and work to resolve problems quickly. Details of INALA's Rights & Responsibilities and Feedback & Complaints Handling Procedure is provided to you.
- Keep clear and timely records on the supports provided.
- at all times comply with all Legislation, Rules, Regulations, Laws, Acts and Standards established by Government Authority in the provision of service under this Support Service Agreement;
- Immediately notify your family/carer or other significant stakeholders of any significant incidents or accidents involving yourself under this Support Service Agreement.
- induct and appropriately train all support workers prior to the commencement of supports;
- provide ongoing supervision and feedback to support workers involved in your direct support;
- ensure criminal record checks for staff providing you with supports have been completed;
- Ensure that support workers using their own motor vehicles to provide direct service have a current driver's license and comprehensive motor insurance coverage.

Your responsibilities as Participant:

You and/or your Plan Nominee agree to:

- work cooperatively with INALA to ensure that services and supports are delivered to meet my needs;
- Inform Inala as soon as possible should any of your needs, medication or other significant matters change
- Treat those involved in the delivery of my supports with courtesy and respect, and communicate and act at all times consistent with all privacy and confidentiality expectations and obligations. This includes the privacy and confidentiality applying to other participants and their affairs.
- keep INALA informed of any changes to my situation that I expect will have an impact on this Agreement;
- Contact INALA promptly by the most convenient expedient means (telephone / email / text etc.) if I have any concerns about the services or supports being provided;
- give INALA reasonable notice (outlined below) should I need to change any arrangement so that appropriate adjustment, if necessary, can be made; and

- Give INALA reasonable notice (as set out below) should I wish to cease this agreement.
- Provide INALA with any required confirmation of acceptance of the Service Agreement in a timely fashion in order that INALA can make claims for supports provided.

Changes to this Agreement

Should you or Inala need to substantially change the supports, when or how supports are to be provided, each party agrees to give two **(2) weeks** notice and to make any corresponding necessary changes to the Service Booking.

- If **you**, or your **Plan Nominee**, do not provide the notice in the time specified, INALA will seek payment for the missed/cancelled support.
- If **INALA** does not provide notice in the time specified, INALA will be responsible to provide missed/cancelled support at no cost to you at another time suitable to both parties.

Should changes start to happen on a regular basis, both parties agree that it is time to discuss and review the support schedule.

Both parties agree that any material changes to this Agreement will be documented in writing, signed and dated by both parties.

Termination of Agreement

Should either party require this Agreement to end, we agree to give **four (4) week's** notification in writing. If extenuating circumstances present or either party seriously breaches any terms of this Agreement then the requirement of notice will be waived.

2. Management and Cancellation of Supports

Management of unplanned Extra Supports: Where there are unplanned extra supports (e.g. late pickup) requiring the provision of support / staffing by INALA, these will be provided at the corresponding NDIS rate.

Cancellation by INALA: Should INALA staff be unavailable due to unavoidable or unexpected illness/leave, support for that day may be impacted. INALA will make every effort to re-deploy suitable staff and will notify you of any instances of unavoidable unavailability of staff as early as possible.

Where applicable and appropriate, alternate NDIS supports approved in your plan may be re-negotiated for that day as an alternative, or for another time agreed upon by both you and INALA to enable continuity of supports. If an alternate time is agreed and no alternate support is provided on that day, no charge will be incurred by you for the day on which no support is provided and will be re-allocated to the newly agreed date.

Cancellation by Participant: INALA is required to receive notice of support cancellation 2 full business days prior to the scheduled support. If INALA does not receive such notice, as per the NDIS guidelines, INALA may classify this as a late notice cancellation or late notice change to supports and claim accordingly.

In relation to personal care, skill development or community access supports, if you, or your family or carer on your behalf, agree there was an unforeseen circumstance that resulted in a cancellation, no show or late change to supports identified in your Service Agreement Schedule of Supports, a claim will be made to your NDIS Support Plan through the NDIS Provider Portal.

INALA will make claim for no more than the NDIA prescribed individual instances of cancellation or no shows in a continuous 12 month period. Any further late notice cancellations will be notified to your Agency support planner by INALA, so that consideration may be given to reviewing the support plan. Any late notice cancellation fee that is charged will be according to the terms set out in this service agreement between you and INALA, up to a maximum of 8 individual instances per year.

Where cancellation is received within the specified timeframe no claim for payment will be made to NDIA.

Where you will not be available to receive support for a period of time in excess of 5 days (e.g. supported holiday, family holiday) INALA requests that a minimum of four (4) week's notification is provided. Failure to notify INALA of an extended absence may result in INALA making claims for payment of scheduled support to meet industrial relations obligations to its staff.

INALA acknowledges that at times the health, personal and physical wellbeing of participants may be compromised and extended periods away from support will occur at short notice. In these instances, INALA will consult with participants, their families/carers or others responsible to ensure a suitable outcome is reached.

You or your Plan Nominee responsible need to immediately notify INALA if you stop being a participant in the NDIS or your NDIS Plan is replaced by a new or updated plan.

New or Updated Plans Received Within the Service Agreement Period

If a new or updated plan is received within the timeframes of this service agreement that *requires no adjustment to the supports* being provided by Inala, then a new service booking will be made by Inala to coincide with the dates of the new plan. Normal invoicing will continue to the NDIA or Plan Manager. A new Participant Summary Form will be sent to you for signing indicating the contract for the current support hours to continue to be provided within the dates of the new plan.

Should a new or revised Plan result in a *request for changes to be made to the supports* currently being provided by Inala, then a new Service Agreement and Participant Summary will be created for approval & signing. Inala will then create a new Service Booking and invoice the NDIA or Plan Manager for the supports provided under the new agreement from the beginning of the new plan.

Participant Cancellation Protocol

Weekday Supports Notifications:

INALA hours of service for related notifications are from 8.00 a.m. - 5.00p.m. Monday to Friday. Participants, families/carers and other important stakeholders are requested to contact your support nominated contact person / coordinator on the contacts provided during these operating hours to notify cancellation of your support.

Weekend / Public Holiday Supports Notifications:

Participants, families/carers and other important stakeholders are requested to contact our on call service contacts mobile number on the contacts provided to notify cancellation of your support.

3. Authorisation of Supports

INALA acknowledges that each person's circumstance, knowledge and expertise is different.

To ensure participants are provided opportunity to have as much choice, control, flexibility and responsibility in the management of supports INALA has included a range of options for participants to ensure accountability and effective authorisation of supports that have been provided. Participants can choose from the below options:

- To provide INALA with permission to manage the authorisation of supports and make claims to NDIA for payments of support provided on a weekly basis. This also includes making claim for late notice cancellations or no shows for support within each claim period.
- To choose a plan manager to manage my supports and I provide INALA with permission to send details of the types of support and duration of supports in detailed invoice on an agreed basis. This also includes making claim for late notice cancellations or no shows for support within each claim period. Details of the Plan Manager responsible for receiving and payment of invoices need to be provided to Inala.
- To choose to self-manage supports and request that INALA provide details of types of support and duration of Supports in a detailed invoice on the agreed basis. Details of the person responsible for receiving and payment of invoices need to be provided to Inala.

4. Claims for and Payment of Supports

INALA will seek payment for supports provided to participants.

Participants / their nominated representative need to provide INALA with any required confirmation of acceptance of the Service Agreement in a timely fashion in order that INALA can make claims for supports provided. After checking that a support was delivered and has been correctly authorised, a claim for payment to NDIA will be made as soon as practicable. To ensure claims for payments are made in a timely fashion please select an option from the list below.

- If you have nominated the NDIA to manage your funded supports, **INALA** will make a claim for payment from the NDIA.

If you have nominated a Plan Management provider to manage your funded supports, **INALA** will advise **your Plan Management provider** so they can make a claim for payment from the NDIA. Where INALA may be the service provider and the Plan Management provider INALA will make claims for payment from NDIA.

If you have chosen to self-manage your supports (including Participant Transport Assistance payment), **INALA** will send you / your nominated person an invoice for you to pay. You will need to pay this invoice by either cheque or Electronic Funds Transfer.

Claims for support are essential for INALA to be able to provide its supports and services. Where attempts by INALA to secure normal written or verbal confirmation of the Service Agreement have been unsuccessful due to non-reply, and the participant has been continuing to receive supports, INALA will provide the Participant / Nominated representative all reasonable opportunity to indicate non-acceptance. The continuing participation of a participant will be deemed acceptance of service and supports provided will be claimed. INALA reserves the right to claim for continuing supports and/or suspend service.

Accounts must be paid strictly within 30 days from the issue date of each invoice.

Overdue Accounts

In the event payments for support (other than payments payable by the NDIA) are not received within 30 days from the issue date of each invoice the payments will be considered overdue and supports may not be provided until such time as the account is sufficiently settled. Overdue accounts (other than accounts payable by the NDIA) will incur a late penalty, payable directly by the nominated person. If you need to discuss any exceptional / hardship circumstances in relation to fee payment, please contact Inala's Finance Manager at the earliest opportunity to discuss.

NDIA Price Reviews for Supports

The NDIA regularly (usually annually) reviews its prices for supports to account for normal increases in costs associated with delivering services. Allocated NDIS Funding for the agreed supports is calculated on the NDIS Price Guide current at the time of the initial agreement. If the NDIS Prices for the supports changes during the time of the agreement, the NDIS funding claimed for agreed supports will change in line with the revised NDIS prices.

Expiration of Support Funding

The Service Booking process is intended to "quarantine" the funds required for your supports through Inala and any other supporting providers. However, it is necessary that regular monitoring is practised by all parties (providers and participants / nominees) to ensure that funds are sufficient for the planned supports to be provided during the agreed period. In the circumstances where available funds are used at a rate likely to exhaust available funds for the agreed period, INALA and the participant / nominee will need to re-negotiate supports before funds are exhausted. In the event that your allocated support funds for any of the support items included in your plan are exhausted prior to your annual review with the NDIA, INALA will make contact with you to identify and negotiate alternative arrangements either for an immediate review of your NDIS Plan, or for reimbursement of support costs incurred as part of your schedule of supports as necessary.

5. Goods and services tax (GST)

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

- *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.*
- your NDIS plan is expected to remain in effect during the period the supports are provided; and

6. Insurance & Indemnity:

INALA will be responsible to implement and maintain current and appropriate insurance coverage.

7. Privacy and Confidentiality

That INALA and you have a responsibility to:

- Keep all information in this Support Service Agreement confidential.
- Keep all attached information to the Support Service Agreement confidential.
- Only use the confidential information provided to enhance and support its performance in the provision of agreed services under this Support Service Agreement.
- Provide access to information from this agreement for a specific authorised need allowing the supports requested to be provided.
- Maintain all essential information needed for your supports in an individual file, with your consent. This information includes contact information, any relevant health, medication or specific support needs, relevant communications, any incidents, issues or concerns and feedback and suggestions, etc in a secure confidential file which will be accessed only on a need-to-know basis. This information will not be shared to a 3rd party without your consent. It can be reviewed by you at any time, and consent amended or withdrawn

INALA has a clear Privacy and Confidentiality policy covering the above.

There are occasions when Inala makes use of stories, testimonials, photos, video, and associated materials relating to its services, clients, staff, festivals, events for purposes of publicity, newsletters, appeal brochures, its website, etc.

Consent for use of photos / stories / commentary accompanies your Service Agreement & Schedule of Supports - you can amend or withdraw your consent at any time.

8. Feedback/Complaint/Disputes

If you wish to give **INALA** some feedback you can make contact with your allocated Support Coordinator on the contact details provided, or write or email your Service Manager or provide feedback directly using Inala website [<http://www.inala.org.au/inala-feedback>]. A Rights and Responsibilities brochure is provided to you in your information.

INALA is committed to resolving complaints fairly, equitably and as quickly as possible. If a Participant, family member, friend, staff or carer, is dissatisfied or has an issue or concern they would like to raise with the service, an appropriate member of our management team will listen and try to resolve the problem. Please refer to INALA's complaints Policy if needed.

The complaint can be face to face, by phone, fax, letter or email and will be treated with equal importance. INALA will provide any support necessary to assist the complainant with making the complaint. The complaint will remain confidential and information will only be available to those who are involved in resolving the complaint. Complainants will not be disadvantaged or be prevented from continuing to receive supports as a result of making a complaint.

The Complainant may at any point in the complaints process contact the:

- Support Coordinator
- Manager
- Joint CEOs
- INALA Board Chair
- National Disability Insurance Agency
- An external support agency

If the complaint/dispute remains unresolved, you are not happy with the outcomes or INALA's Complaints process you can refer to an external support agency. Below are some relevant contacts.

NSW Ombudsman Phone: 1800 451 524 Email: nswomb@ombo.nsw.gov.au Website: www.ombo.nsw.gov.au	NDIS Commission Phone 1800 035 544 TTY 133 677 https://www.ndiscommission.gov.au/about/complaints-feedback/complaints	Intellectual Disability Rights Service Phone: 4926 5643 Email: info@idrs.org.au Website: www.idrs.org.au	NSW Council for Intellectually Disabled Phone: 1800 424 065 Email: mail@nswcid.org.au Website: www.nswcid.org.au
	National Disability Abuse & Neglect Hotline Phone: 1800 880 052 Email: hotline@workfocus.com Website: www.disabilityhotline.net.au		

9. Entire Agreement

These terms set out the terms of your supports and services with INALA in relation to your NDIS supports for Day and related Flexible supports. Your Service Agreement Schedule of NDIS Supports and INALA Schedule of fees agreement supersede and replace all prior representations, contracts and agreements (whether oral or in writing) and detail your agreed supports and services with INALA.

INALA advises that there may be requirement to amend this document to reflect changes to the scheme as a result of policy change by the Federal Government.

If there are any matters that you have relied on in your discussions with any representatives of INALA or other communications to date or there are any other matters you wish to discuss, please let INALA know so that INALA can discuss with them you.

THANK YOU for choosing Inala!

10. Contacts for Further Information.

Please do not hesitate to ask if anything is unclear or you require further information.

Your initial best contacts are listed below:

Service Area	Contact	Phone	Email
Day Services (North West)	Daniel Puttlitz	9634 2521	dputtlitz@inala.org.au
Day Services (Miroma)	Nathalie Neveu	93375167	nneveu@inala.org.au
Accommodation Services	Kerry Ballard	88530512	kballard@inala.org.au
Joint CEO	Martin Porteous	9680 1000	mporteous@inala.org.au
Joint CEO	Rebecca van Bilsen	9680 1000	rvanbilsen@inala.org.au