

Service Agreement Standard Terms & Conditions

1. The NDIS and this Service Agreement

This Service Agreement will commence on the date of execution and will remain current until cancelled by either party, as per the cancellation terms mentioned later in this document

The Parties agree that this Service Agreement is made in the context of the National Disability Insurance Scheme (NDIS) and in alignment with the goals of the Participant as described in the NDIS Plan. Where the Participant agrees, a copy of the Participant's NDIS plan is attached to and forms part of the Service Agreement.

2. Participant Outcomes

The Participant and the Provider undertake to work cooperatively to use the Provider's services (designated in the Schedule of Supports) to assist the Participant to:

- (a) Achieve the goals outlined in the Participant's NDIS Plan;
- (b) Work towards positive outcomes negotiated between the Provider's relevant staff member and the Participant;
- (c) Enable the Participant to exercise choice and control in pursuit of their goals and the planning and delivery of their supports;
- (d) Aim for greater independence.

3. Schedule of Supports

As a registered provider of supports under the NDIS, the Provider will administer agreed supports to the Participant as outlined in the attached Schedule of Supports until:

- (a) The Service Agreement is cancelled by either party according to the conditions outlined in this Agreement;
- (b) A new Schedule of Supports is agreed between the Parties; or
- (c) Until the assigned funding is fully expended.

4. Services provided

Available Services

This Service Agreement is applicable to one or more of the following services which the Provider currently offers.

- (a) Plan Management;
- (b) Coordination of Supports, including Support Connection (Level 1), Support Coordination (Level 2) and Specialist Support Coordination (Level 3);
- (c) Allied health services, including Physiotherapy, Occupational Therapy, Social Work, Counselling and Allied Health Assistant services;
- (d) Capacity Building Supports under Early Childhood, Early Intervention (ECEI) including Physiotherapy, Occupational Therapy, Social Work and Allied Health Assistant services.

The Provider may decide to add or discontinue services as listed above from time to time. Where a service listed in the Schedule of Supports is discontinued by the Provider, the other services listed on Schedule of Supports will remain valid until the Schedule of Supports is updated or withdrawn by the Provider.

Billable Tasks included in the NDIS Plan

Billable tasks may include:

- (a) Face-to-face meetings, assessments and treatments.
- (b) Phone and email contact with Participant/Participant representative, NDIA, and/or potential or current suppliers.
- (c) Formal report writing, for example, progress reports required by the NDIS, assessment reports related to equipment acquisition, individual support plans.
- (d) Recording case notes and progress notes.
- (e) Research directly related to service provision.
- (f) In the case of Plan Management Provision, processing the invoices and payments to the Participant's suppliers.
- (g) Provider travel to attend face-to-face appointments.
 - In all cases where the Provider must travel in the course of providing a service directly to the Participant, the Provider will bill the Participant's NDIS Plan for provider travel, according to the current NDIS Price Guide and Support Catalogue.
 - If the Provider's worker has to travel a long distance to a particular area in order to commence providing services to multiple Participants, the NDIA allows that worker to reasonably average some of the travel costs across all of the Participants provided with services in that particular area.
 - The Provider is able to charge the Participant for the return journey to base. If the Provider has had appointments with multiple Participants, the cost is shared amongst those Participants.

Billable Tasks not included in the NDIS Plan

The Provider may offer additional items or services not included as part of the Participant's NDIS Plan. The Provider will give the Participant appropriate notice and offer a choice regarding whether to receive these additional items or services. If the Participant agrees to receive these items or services, the Participant acknowledges payment for these services are their sole responsibility.

Optimising Plan Funds

It is to be noted that Participants can optimise their NDIS Plan if they opt into:

- (a) Visiting the Provider's office or Client Centre for services rather than always using the Provider's home visit service, thus eliminating provider travel for those occasions of service;
- (b) In the provision of Allied Health services, having appropriately prescribed services administered by an Allied Health Assistant rather than having all services provided by the Allied Health Practitioner.

5. Responsibilities of the Provider

The Provider agrees to:

- (a) Treat the Participant with courtesy and respect.
- (b) Treat information about the Participant and their activities as private and confidential in line with the client's wishes, the Provider's privacy policy and relevant legislation.
- (c) Communicate openly and honestly and in a timely manner with the Participant/Participant representative.
- (d) Ensure all documents are explained to the Participant (Participant's representative) so that documents are signed with informed consent.
- (e) Prioritise choice and control throughout provision of all of the Provider's services for the Participant.

- (f) Provide high quality supports which are documented in the Schedule of Supports.
- (g) Engage in ongoing consultation with the Participant/Participant representative regarding relevant aspects of their service provision including tracking of funds used for particular, agreed services.
- (h) Address issues in a timely manner and work to resolve them to the satisfaction of both parties.
- (i) Issue regular invoices and statements of the supports delivered to the Participant.
- (j) Abide by the NDIS cancellation guidelines if Participants are not available for scheduled appointments.
- (k) Give the Participant the required notice and the reasons if the Provider needs to end the Service Agreement. If the Participant requests a cessation of services, the Provider will facilitate Participant exit without Participant fear of retribution.
- (l) Abide by the relevant laws, including but not limited to the National Disability Insurance Scheme Act 2013 and rules, the NDIS Practice Standards and Australian Consumer Law.

6. Responsibilities of Participant

(The Participant's legally recognised representative, where practically applicable, must act in accordance with the responsibilities of the Participant as listed in this section)

The Participant agrees to:

- (a) Treat the staff, volunteers, and other clients of MDQ with courtesy and respect.
- (b) Ensure they provide a safe workplace for the Provider's staff when they visit the Participant's home in a suitable environment for the service to be delivered. This may include a quiet space appropriate for confidential conversations.
- (c) Keep the Provider informed:
 - i. of any changes in the Participant's life which may affect the Provider's ability to provide services,
 - ii. about Participant's wishes to have supports to be delivered to meet their needs,
 - iii. about the availability of funding in their plan, or lack thereof, if the Participant becomes aware of funding being inadequate to cover relevant billing for services,
 - iv. if the Participant's NDIS Plan is suspended or replaced by a new NDIS Plan or if the Participant ceases to be funded under the NDIS,
- (d) Cease services provided under the Service Agreement if funds are depleted, until additional funds are assigned.
- (e) Ensure that all fees are paid to the Provider by the due date and adhere to the budgetary requirements of the Participant's NDIS Plan.
- (f) Communicate openly including when there are concerns about any aspect of the Provider's supports.
- (g) Give adequate notice if the Participant must change or cancel a scheduled appointment with the Provider and understand that the Provider may charge a cancellation fee per the NDIS Price Guide, if services are cancelled by the Participant without the required notice being given to the Provider.
- (h) Give the Provider the required notice and the reasons, if the Participant wishes to cease any of services from the Provider or to cease the service provision relationship with the Provider.

7. Feedback and Complaints

Participants and their representatives have a right to provide feedback i.e. to share the Participant's satisfaction or dissatisfaction with the any aspect of the Provider's service, policies and processes. The Provider undertakes a formal process to manage the Participant's feedback and/or complaints. Information about this process and how to lodge feedback or a complaint is published on the Provider's website and in print publications that will be given to the Participant during the course of service provision.

8. Privacy

The Provider is committed to respecting and protecting the privacy of the Participant's personal information and the Provider maintains a formal process to reasonably ensure this is achieved. The Provider's Privacy Policy is published on the Provider's website and in publications which may be given to the Participant during the course of service provision.

9. Fees and Charges

Fees

Fees charged by the Provider for provision of all NDIS related services are aligned to the *NDIS Price Guide and the NDIS Support Catalogue* published by the NDIA on its website. Fees are described in detail in the Participant's Schedule of Supports. The Provider's fee schedule for each service is also published on the Provider's website.

Schedule of Supports

The Provider develops a Schedule of Supports which makes up part of the Service Agreement. The Schedule of Supports outlines specific costs and number of allocated hours agreed to in the participant's current plan. It may be updated periodically to reflect the services requested by the Participant during the course of their Plan and the Participant is asked to authorise these changes. Once authorisation has occurred, the NDIS portal is updated and a Service Booking is made if applicable.

Changes to fees

Periodically, the NDIA adjusts the published fees which are currently described in the *NDIS Price Guide and the NDIS Support Catalogue*. The Provider will adjust fees for all NDIS related services in line with changes published by the NDIA. Fee increases come into effect as soon as practically possible after changes are published by the NDIA.

The Provider will notify the Participant in advance, via email, of any fee changes as a result of NDIS price adjustments. In the instance where a Service Booking is in place at the time of the fee increase, the new fees will be charged as soon as the Provider has had the opportunity to communicate the fee increases to the Participant and the Service Booking will remain in effect.

10. Goods and Services Tax (GST)

It is noted that, for items or services where GST applies, the Provider's published fees include GST.

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

- (a) a supply of supports under the Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act);
- (b) the Participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- (c) the Participant will immediately notify the Provider if the Participant's NDIS Plan is replaced by a new plan or the Participant ceases to be a Participant in the NDIS.

11. Invoicing and payments

Invoicing

After services have been provided, the Provider will raise invoices detailing the item or service provided and submit the invoice for payment, unless the service involves a recurring fee. When a service involves a recurring fee, such as in the provision of Plan Management, the Provider will raise invoices and submit the invoice for payment at least monthly. Unless otherwise agreed, all invoices will be submitted electronically.

In an effort to accurately record the provision of services, upon the completion of 'face-to-face services (outlined in Billable Tasks of Clause 4), the Provider will present the Participant with a *Record of NDIS Services* document to be signed. The NDIS has approved fees be charged for some non face-to-face tasks, detailed in Clause 4 Billable Tasks, without the support of a *Record of NDIS Services* document.

The provider will submit the invoice for payment in different ways depending on the way each service is managed in the Participant's NDIS Plan. When services are managed by:

- (a) *The NDIA, also known as "agency managed"* The Provider will lodge the invoice with the NDIA directly for payment to the Provider;
- (b) *The Provider acting as Plan Manager, known as "plan managed by Provider"* The Provider will lodge the invoices with the NDIA directly for payment to the Provider;
- (c) *A Plan Manager other than the Provider, known as "plan managed by other"* The Provider will email the invoice to the Participant and the Participant is responsible for promptly forwarding the invoice to their Plan Manager for payment within the Provider's terms; and
- (d) *The Participant, known as "self managed"* The Provider will email the invoice to the Participant and the Participant is responsible for payment within the Provider's terms.

When an item or service is not included in the Participant's NDIS plan, as outlined in Clause 4, the Provider will submit the invoice directly to the Participant for payment by them within the Provider's payment terms.

Payment Terms

The Provider's payment terms are 14 days from invoice date of issue. Unless otherwise arranged, all payments should be made directly to the Provider's bank account by electronic funds transfer per the instructions on the Provider's invoice. Non-compliance with the payment terms may affect future service delivery.

Disagreement with charges

If the Participant disagrees with the charges included in the Provider's invoice, they should discuss their concerns with the Provider as soon as reasonably possible after the Provider's invoice is received, by contacting the Provider via email or telephone.

If the Participant is not satisfied with the response to this initial discussion, the Participant can escalate the discussion, by following the provider's Feedback and Complaints process outlined in Clause 7.

12. Changes to the Standard Terms and Conditions

The *Standard Terms and Conditions* makes up part of the Service Agreement, together with the *Schedule of Supports* and (where the Participant consents), the Participant's NDIS Plan. The Provider reserves the right to change the content of the *Standard Terms and Conditions* from time to time. The Parties agree that any change to the *Standard Terms and Conditions* will be provided in writing and on the provision of reasonable notice. The updated *Standard Terms and Conditions* will become part of the existing Service Agreement, which will remain in place until it is ended by either Party. (See Clause 13, ending this Service Agreement.)

13. Ending this Service Agreement

Should either Party wish to end this Service Agreement, either party must give thirty days' notice in writing to the other party in the Service Agreement. If either Party seriously breaches this Service Agreement, the requirement of notice will be forfeited.

14. Review and Audits

Recognising that the Provider has a legal obligation to participate in government initiated reviews and audits the Participant agrees to co-operate to the extent reasonably necessary for this work to take place, subject to discussion of the relevance of the audit to the Participant's situation.

15. Definitions

“Additional expenses” means costs that are not included as part of the Participant’s NDIS plan and are the responsibility of the Participant. Examples include entrance fees, event tickets, meals, physiotherapy consumables.

“Service provider” means disability service providers which are registered with NDIA to provide services. Unregistered service providers can also provide services, however only Participants who are self-managed or plan managed for those activities can use unregistered providers.

“Schedule of Supports” means the document created by the Provider detailing the services being offered by the Provider, and the prices which will be charged for each items or service.

“Service Agreement” includes the Service Agreement Details, the Schedule of Supports and the Standard Terms and Conditions Together, these three documents set out the formal terms of agreement between the Provider and the Participant and provide necessary information about the arrangements which have been created in order to provide the service and to comply with regulations set by the NDIA. The Service Agreement also sets out each party’s obligations and how to resolve any problems that may arise. The Service Agreement must be documented and in place before services can commence.

“Service Booking” means a reservation made by the Provider with the NDIA on the Participant’s NDIS Plan. The Service Booking is made by the Provider after the Service Agreement is made between the Provider and the Participant.

“NDIA” means the Federal Government agency tasked with implementing the NDIS, known as the National Disability Insurance Agency.

“NDIS” means the National Disability Insurance Scheme, a national, government funded scheme which provides reasonable and necessary funding to support people living with disability in line with the *National Disability Insurance Scheme Act 2013 (NDIS Act)*

“NDIS Plan” means the individualised Plan which outlines the Participant’s objectives and informal supports. It also documents the funding, which has been allocated to the Participant to achieve their objectives.

“NDIS Price Guide and Support Catalogue” means the document constituting the price controls and spending regulations which are in place relating to how the Participant can spend the funds allocated in their NDIS Plan

“Participant” means the person nominated as the Participant in the Schedule of Supports, or their legally recognised representative also nominated in the Schedule of Supports.

“Provider” means Muscular Dystrophy Queensland Ltd. ACN 621 816 975 operating in its legal name or any other legally recognised trading name. This meaning will transition in line with any change in name or structure of the entity.