service agreement

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| Policy number |  |
| Effective from | SEPTEMBER 2020 |

AIM

To provide every participant with a Service Agreement which is a formal agreement between the Participant and FLINTWOOD. This agreement will become a formal, binding contract and will provide the participant with written information (or in other formats if requested) about the types of supports to be offered. The agreement will also advise when and how these supports will be implemented in a manner that suits the Participants needs.

sCOPE

This applies to all Participants of FLINTWOOD.

1. DEFINITION

3.1 NDIA: National Disability Insurance Agency.

3.2 NDIS: National Disability Insurance Scheme.

3.3 Participant: An individual whose access request has been determined 'eligible'.

3.4 Person responsible: A person responsible is not necessarily the patient’s ‘next of kin’. A person responsible, in order of priority, is:

• an appointed guardian (including an enduring guardian) who has been given the right to consent to medical and dental treatments or, if there is no guardian

• the most recent spouse or de facto spouse (including same-sex partner) when the spouse or de facto has a close and continuing relationship with the person or, if there is no spouse or de facto spouse

• the unpaid carer or the carer at the time the person entered residential care (note: recipients of a government carer benefit are not considered to be paid) or, if there is no carer

• a relative or friend who has a close personal relationship with the person.

3.5 Payments: Payments made to providers, participants, or their nominees for supports received as part of the participant's plan.

3.6 Schedule of Supports: FLINTWOOD agrees to provide the supports for the set costs identified in the Schedule of Supports.

1. POLICY

4.1 FLINTWOOD collaborates with each participant to develop a service agreement which establishes:

- expectations,

- explains the supports to be delivered, and

- specifies any conditions attached to the delivery of supports, including why these conditions are attached.

4.2 FLINTWOOD assists participants to understand their service agreement and conditions using the language, mode of communication and terms that the participant is most likely to understand.

4.3 A Service Agreement can be made between a participant and a Provider (such as FLINTWOOD) or a participant's representative and a Provider. A participant's representative is someone close to the participant, such as a family member or friend or someone who manages the funding for supports under a participant's NDIS plan.

4.4 Service Agreements are different from the participants’ NDIS plan. The plan lists the Participants NDIS supports, but a Service Agreement is about delivering those supports.

4.5 A copy of the participant’s NDIS plan is to be attached to this Service Agreement (unless the participant chooses not to attach their plan).

4.6 The participant and FLINTWOOD agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

4.7 Support the independence and social and economic participation of people with disability, and

4.8 Enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

4.9 FLINTWOOD proactively and professionally manages all Service Agreements, identifying the support needs of a Participant, the staffing levels required, the costings and when and how services will be delivered.

1. Procedures

5.1 FLINTWOOD undertakes the following process to develop a Service Agreement with each participant:

- collaborate with the family, advocate or representative to ensure that the service agreement meets the requirements, and it is linked to needs, interests and aspirations.

- use appropriate communication method to explore, explain and determine what is being provided within the agreement.

- Records are kept explaining the process undertaken.

- Copy of Service agreement is given to the participant.

- Should a participant not wish to keep a copy of the agreement, then the circumstance under which the participant did not receive a copy of the agreement, must be documented and kept on the participant's file. It is good practice to have the participant make note on the agreement that a copy was not required.

5.2 The Service Manager and General Manager will meet with all participants to identify what supports the participant requires.

5.3 The Service Agreement is to be completed by the Service Manager. The text in [square brackets] is for instructions / guidance only. Please delete any text that does not apply, such as where an option is given in [square brackets].

5.4 FLINTWOOD agrees to provide the supports identified by the participant and document in the Service Agreement.

* 1. Items which should be put in the Service Agreement include:

- The supports provided under the Service Agreement

- The cost of those supports

- How, when and where the participant would like the supports to be provided

- How long the participant needs the supports to be provided for

- When and how the Service Agreement will be reviewed

- How any problems or issues that may arise will be dealt with

- Your responsibilities under the Service Agreement – such as letting your provider know if you can’t make an appointment

- Your provider’s obligations under the Service Agreement – such as working with you to deliver your supports in the right way

- How you or your provider may change or end the Service Agreement

5.6 The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

5.7 Additional expenses (i.e. things that are not included as part of a participant's NDIS supports) are the responsibility of the participant / participants representative and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

5.8 If changes to the supports or their delivery are required, the Parties agree to discuss and review this Service Agreement. The Parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the Parties.

5.9 Should either Party wish to end this Service Agreement, they must give four weeks notice.

5.10 If either Party seriously breaches this Service Agreement the requirement of notification will be waived.

1. RESPONSIBILITIES

Employee

* provide supports that meet the pparticipant’s needs at the pparticipant’s preferred times
* communicate openly and honestly in a timely manner
* treat the participant with courtesy and respect
* consult the participant on decisions about how supports are provided
* give the Participant information about managing any complaints or disagreements and details of FLINTWOOD’s cancellation policy (if relevant)
* listen to the participant’s feedback and resolve problems quickly

Service Manager

* review the provision of supports at least (specify frequency e.g. 12 monthly) with the participant
* once agreed, provide supports that meet the pparticipant’s needs at the pparticipant’s preferred times
* communicate openly and honestly in a timely manner
* treat the participant with courtesy and respect
* consult the participant on decisions about how supports are provided
* give the Participant information about managing any complaints or disagreements and details of the FLINTWOOD’s cancellation policy (if relevant)
* listen to the pparticipant’s feedback and resolve problems quickly
* give the participant a minimum of 24 hours’ notice if the Provider has to change a scheduled appointment to provide supports
* give the participant the required notice if the Provider needs to end the Service Agreement
* protect the pparticipant’s privacy and confidential information
* provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and NDIS Rules 2018, and the Australian Consumer Law; keep accurate records on the supports provided to the participant
* All Service Agreements must be current and up to date

General Manager

* Support the Service Manager to ensure all Service Agreements are up to date and complete
* Adhere to this policy
* Work closely with Flintwood NDIS Officers to ensure all funding is claimed effectively

CEO

* Adhere to this policy
1. CHANGE HISTORY

| Version | Release / Review date | Author / Reviewer | Change details |
| --- | --- | --- | --- |
| 0.1 | Feb 2016 | Kay McPartland |  |
| 0.2 | July 2020 | Ehsan Nasiri | Updated format |