

## Participant's NDIS Support Agreement (2019)

### 1. Parties and Extent of the Agreement

This Support Agreement (Agreement) relates to care and support arrangements for ('Participant'), who has a support package under the National Disability Insurance Scheme (NDIS), and it is made between:

**Participant**  
or Participant's representative

and

**Provider** Participate Australia Limited (Participate Australia)

This Agreement will commence on 01/11/2019 and can be terminated as outlined in section 5.

### 2. General Terms

#### 2.1. General Remarks

This Agreement is made for the purpose of providing supports under the Participant's NDIS plan. The Participant may voluntarily choose to provide a copy of the NDIS plan to Participate Australia and disclose information about the funded supports and goals contained in the plan.

If the NDIS plan is not provided, Participate Australia cannot make firm commitments with respect to the participant's preferred supports until a successful service booking has been made through the NDIS portal – either by Participate Australia, the Participant or a registered plan manager.

Providing support to a person with an NDIS plan without a service booking is not permissible and Participate Australia reserves the right to discontinue support until a successful service booking has been made.

The parties agree that this Agreement is made in the context of the NDIS, namely to:

- support the independence, social and economic participation of the Participant; and
- to enable the Participant to exercise choice and control in the pursuit of their goals and in planning and the delivery of their supports.

#### 2.2. What is a Support Agreement?

This Agreement outlines the framework under which Participate Australia and families, carers and Participants (herein called 'Participants') engage, and it addresses rights and responsibilities of both parties.

A separate document – the Participant's NDIS Plan – determines the activities for which funding may be used.

Participants may not have access to any supports, unless this Agreement is duly signed, and sufficient funding is available to cover expenses associated with the provision of support.

If you require assistance with understanding the content of this Agreement, you may request that Participate Australia provides an interpreter or translator in a language other than English or that a Participate Australia employee explains the Agreement.

### 2.3. Schedule of Supports

Participate Australia agrees to provide the Participant the types of supports outlined in the Participant's NDIS Plan and agreed upon for each support booking. Supports and costs will be determined and agreed upon each plan and quote. The supports and their prices are set out in the attached Quotation (Appendix II). Prices and any subsequent changes are based on the NDIS guidelines. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

### 2.4. Additional Cost of Supports

Funding contained in an NDIS package covers the cost of support only. It does not cover incidentals, such as:

- client contributions to activities for expenses, materials, groceries etc.;
- costs associated with transport in excess of the 'participant transport support' prescribed by the NDIS in Participate Australia fleet vehicles, private cars of employees or public transport fares;
- meals and refreshments in excess of the allowance included in some NDIS funding lines;
- entrance fees and event tickets and the like.

Any such costs are additional, out-of-pocket expenses and will be invoiced prior to an activity taking place. Failing to duly pay such invoices may result in the exclusion of the Participant from an activity. Any unused, pre-paid funds as a result of duly cancelled participation in the activity (see 2.10 Cancellation Produces) will be credited for future use. Some costs associated with transport may be invoiced after the event.

### 2.5. Avoiding a Shortfall in your NDIS Funding

Participate Australia will provide you a quotation in concordance with the supports you have requested (see Appendix II). When you accept a quotation, Participate Australia makes a commitment to you to provide those supports as described therein during the agreed period of time (e.g. 1 month, 2 months, 3 months etc.).

Unless agreed otherwise, the general assumption is that you will access the quoted supports periodically (e.g. weekly or fortnightly etc.) until the allocated funding is expended.

If you request to increase the amount of support you would ordinarily access within a fortnight (or, if you do not require supports fortnightly within the shortest period of time otherwise specified in the quotation), your funding may expire prior to the anticipated end of the funding period.

Participate Australia does not have access to plan details to monitor expenditure and we are unable to alert you of an impending shortfall. We cannot be held liable for any deficit in your funding owing to your over-expenditure and will not be able to provide support once the agreed funding has been expended, unless you have required and accepted an additional quotation to cover that shortfall.

### 2.6. The Responsibilities of Participate Australia

Participate Australia agrees to:

- abide by its Code of Conduct;
- review the provision of supports in the context of the Participant's goals as required or upon request of participant;
- provide supports that meet the Participant's needs at the Participant's preferred times, as agreed and subject to availability;
- communicate in an open, honest and timely manner;
- treat Participants, their carers and other persons making representations on their behalf 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 Participate Australia's Cancellation Procedures (outlined in section 2.10);

- listen to and respond to feedback within 48 hours and resolve problems quickly and equitably;
- give the Participant as much notice as possible if Participate Australia has to change a scheduled appointment to provide support;
- give the Participant the required notice if Participate Australia needs to end the Agreement (outlined in section 5);
- protect the Participant's privacy and confidential information (further details are outlined in section 2.9);
- provide supports in a manner consistent with all relevant laws, including but not limited to the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law;
- provide supports and engage with the Participant in a manner consistent with the National Standards for Disability Services;
- keep accurate records on the supports provided to the Participant and make records available to the Participant upon written request.

## **2.7. Responsibilities of the Participant**

The Participant agrees to:

- abide by Participate Australia's Code of Conduct;
- inform Participate Australia about how they wish the supports to be delivered to meet their needs and any changes;
- treat all employees and volunteers of Participate Australia, as well as other Participants their carers and other persons making representations on their behalf with courtesy and respect;
- talk to Participate Australia if the Participant has any concerns about the supports being provided;
- give Participate Australia minimum of 24 hours' notice if the Participant cannot make a scheduled appointment (if the notice is not provided by then, Participate Australia's cancellation procedure will apply outlined in section 2.10);
- give Participate Australia the required notice if the Participant needs to end the Agreement (see 'Ending this Agreement' outlined in section 5), and
- let Participate Australia know immediately if the Participant has requested a review of their NDIS plan, or if their NDIS plan is suspended, replaced by a new NDIS plan, or if the Participant stops being a Participant in the NDIS.

## **2.8. Open Communication**

Participate Australia pursues an open communication policy and invites Participants to engage actively with staff on all levels through suggestions, enquiries and the registering of reasonable complaints. This is outlined in section 6.

Please inform Participate Australia of any other services or agencies involved in the provision of support, so that we can provide support consistent with these arrangements. These may include other providers, case workers, clinical therapists and other supports.

## **2.9. Participant Profiles and Confidentiality**

In order to provide adequate and safe support, Participate Australia creates a profile, using information that you provide. For identification, we also keep a recent photograph of the Participant with their profile. This information is strictly confidential and is accessed on a 'need to know' basis only.

Participate Australia is committed to protecting the privacy and confidentiality of the Participant. We support and we are bound by the Privacy Amendment (Private Sector) Act 2000 and the National Privacy Principles. We only collect personal information that is necessary for our work. We never disclose the personal information of Participants to third parties, unless we are required to do so by law.

Participate Australia also actively seeks to ensure that all personal information we collect is

protected from misuse, unauthorised access, modification or disclosure. You may request copies of the personal information of your family member or ward that Participate Australia holds, and request correction of any inaccuracies.

Please advise us of any changes in your circumstances, including changes to your contact details, medication or changes to your support and care needs.

## **2.10. Cancellation Procedures**

Please inform us of any booking changes or cancellations with 24 hours' notice, by calling your allocated Support Facilitator Monday to Friday between 9.00AM and 5.30PM or Participate Australia after hours on 0434 126 294.

Please leave a message between the hours of 8PM and 8AM, and a staff member will respond first thing in the morning.

Participants will be charged the full cost of any booked supports, including pre-paid activity costs as described under section 2.4, in the instance that cancellations are made with less than 24 hours' notice.

If you think that this is not justified owing to extenuating circumstances, you may apply for a waiver.

## **2.11. Public Holidays**

Participate Australia will provide support to you during all public holidays, subject to the availability of staff.

Please advise us with as much notice as possible if you do require support during those periods of time, to assist us in managing staff availabilities.

Please note that the cost of support on public holidays is prescribed by the National Disability Insurance Agency (NDIA) and is considerably higher than on an ordinary weekday or weekend.

## **2.12. Service Access**

Please advise us immediately, if you no longer require access to Participate Australia supports. If you have not accessed services for more than six (6) months, Participate Australia reserves the right to enquire about your support needs and to terminate support if it is no longer required.

## **2.13. Work Health and Safety**

We regard the health and safety of all Participants and staff of the highest priority.

In order to mitigate risks arising from the support and care provision or to minimize risks from Participants who might pose behavioral risks to other Participants or staff, we reserve the right to amend or terminate agreed supports at any time.

## **2.14. Photographs and Videos**

On occasion, Participate Australia staff may take photos or videos of Participants during activities. These images may be used for marketing and promotional material.

Our Privacy Policy, see section 2.9, guarantees that no images will be made available to a third party for any further public distribution without your explicit consent.

At the end of this Agreement you can indicate whether or not you consent to your photograph being taken and used for promotional purposes in Participate Australia brochures and publications (hard copy and digital), Participate Australia websites and social media platforms.

Please note that Participate Australia cannot take responsibility for any pictures taken by other participants and posted by them on social media. Conversely, if you give consent as outlined above, Participate Australia cannot control the further use of such images posted on social media by Participate Australia.

## 2.15. Data Collection and Storage

Participate Australia collects personal and statistical data of Participants for internal use and to report to the NDIA and other government agencies that require such data.

This data is depersonalized and encoded when transmitted to those agencies, and all data is handled and stored in accordance with our Privacy and Confidentiality Policy. See clause 2.9.

## 2.16. Participate Australia Policies and Procedures

Participate Australia Policies and Procedures are available to you upon request. Any amendments to existing policies and procedures may also be forwarded to you on request.

## 2.17. First Aid

All direct support staff and other staff who habitually interact with Participants in their work hold a current First Aid Certificate and – if necessary – are trained in the administration of medication.

Specific training and individual care plans will outline definitive procedures for medication and medical treatments that are specific to the participant. Notification will be made immediately to the person responsible or next of kin, if there is an emergency or formal consent required for medical treatment.

## 2.18. Restrictive Practices

Restrictive practices involve the use of interventions and practices that have the effect of restricting the rights or freedom of movement of a person with disability. They include exclusionary time-out, physical restraint, response cost, psychotropic medication (PRN), restricted access and seclusion.

Restrictive practices infringe a person's human rights and it is Participate Australia policy to avoid or minimise the use of restrictive practices to manage 'challenging behaviour' or 'behaviours of concern'. Participate Australia staff are not authorised to use any such practices unless specifically authorised by our Restrictive Practices Panel and in strict accordance with the Participate Australia Restrictive Practices Procedure. You may obtain a copy of this procedure upon request.

Participate Australia adheres to the Behaviour Support Policy and Practice Manual provided by the NSW Department of Family and Community Services (FACS). Any restrictive practices that are applied must have an expiration date and be subjected to a review and must be authorised by an interagency restrictive practices authorisation panel, which includes Participate Australia staff.

Participate Australia employees must adhere to the final decision made by that panel, and any changes to an approved practice can only be authorised through a review and new determination by that panel.

## 2.19. Support Coordination

Participate Australia can also provide support coordination as part of your NDIS plan management as defined by the NDIA through the provision of:

### i. Support Connection

Assistance to strengthen a participant's ability to connect with informal, mainstream and funded supports, and to increase capacity to maintain support relationships, resolve service delivery issues, and participate independently in NDIA processes.

### ii. Support Coordination

As per i) but in a complex service delivery environment, including resolving points of crisis, developing capacity and resilience in a participant's network and coordinating supports from a range of sources.

### iii. Specialist Support Coordination

Support Coordination within a specialist framework necessitated by specific high-level risks in the participant's situation. This support is time limited and focuses on

addressing barriers and reducing complexity in the support environment, while assisting the participant to connect with supports and build capacity and resilience.

The objectives of Support Coordination under the NDIS include:

- assisting participants with the implementation of all supports in their plan, including funded supports (i.e. through NDIS providers, including Participate Australia), informal supports and all supports through mainstream services, in the community;
- assisting participants in strengthening and enhancing their abilities to coordinate supports and participate in the community;
- ensuring that mainstream services meet their obligations concerning the participant (i.e. housing, education, justice, health);
- supporting the participant in building capacity to achieve greater independence to self-direct services and supports in the longer term, and
- providing the NDIA with reports on outcomes and success indicators within the agreed reporting frequency.

If your NDIS plan includes funding for Support Coordination, please indicate below, in section 8 *Agreement*, if you wish to appoint Participate Australia as your NDIS Support Coordinator.

### 3. Payments

#### 3.1. Terms

Participate Australia seeks payment for the provision of supports after the Participant has received service<sup>1</sup>. Payment terms for the cost of support are strictly seven (7) days from the date of invoice.

There are five options for managing funds provided by the NDIA:

#### 3.2. Managed by the NDIA

If the Participant has nominated the NDIA to manage the funding for supports provided under this Agreement, Participate Australia will, after providing those supports, claim payment for those supports from the NDIA.

#### 3.3. Self-Managed

If the Participant has chosen to self-manage the funding for NDIS supports provided under this Agreement, Participate Australia will, after providing those supports, send the Participant an invoice for those supports for the Participant to pay by electronic funds transfer (EFT) within seven (7) days from the date of invoice.

By signing this Support Agreement, you also agree to the terms of the quotes pertaining to supports agreed with you from time to time throughout the duration of the term of this agreement, as well as subsequent invoices and payment conditions.

#### 3.4. Managed by Plan Nominee

If the Participant's nominee manages the funding for supports provided under this Agreement, Participate Australia will, after providing those supports, send the Participant's Nominee an invoice for those supports for the Participant's nominee to pay by EFT within seven (7) days from the date of invoice.

#### 3.5. Managed by a Registered Plan Management Provider

If the Participant has nominated a Plan Management Provider to manage the funding for NDIS supports provided under this Agreement, Participate Australia will, after providing those supports, claim payment for those supports from the Registered Plan Management Provider. Terms for invoices sent to plan management providers are also strictly seven (7) days from the date of invoice.

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<sup>1</sup> For costs other than direct support costs, please refer to section 2.4 Additional Cost of Supports.

To assist Participants who are using a registered plan management provider, Participate Australia will also email you a copy of the invoice. This allows you to monitor the plan management provider’s prompt payment of invoices, so that you are not affected by these measures.

Plan management providers cannot divulge or discuss any information about your NDIS plan with Participate Australia, as this is commercial in confidence.

If you change your plan management provider or opt for a different payment option, you must advise Participate Australia immediately, as we will not be able to claim payment for supports already provided and may have to suspend support until all invoices are settled.

By signing this Support Agreement, you also agree to the terms of the quotes pertaining to supports agreed with you from time to time throughout the duration of the term of this agreement, as well as subsequent invoices and payment conditions.

If the Participant has chosen a Plan Management Provider, please provide the all details below.

Name of Registered Plan Management Provider	<input style="width: 100%; height: 25px;" type="text"/>
Address	<input style="width: 100%; height: 25px;" type="text"/>
Suburb	<input style="width: 250px; height: 25px;" type="text"/> Post Code <input style="width: 80px; height: 25px;" type="text"/>
Telephone	<input style="width: 100%; height: 25px;" type="text"/>
Email	<input style="width: 100%; height: 25px;" type="text"/>
ABN/ACN	<input style="width: 30px; height: 25px;" type="text"/>
NDIS Registration Number	<input style="width: 30px; height: 25px;" type="text"/>

**3.6. Privately Funded Supports**

Participants may purchase additional supports in excess of what is covered through their NDIS packages. Any such additional support is payable in advance and will be charged at the rate prescribed by the NDIS.

**3.7. No-Fee Supports**

Participate Australia may, from time to time, be able to provide supports free of charge. This is and will remain entirely at the discretion of Participate Australia and is not negotiable.

**3.8. Goods and Services Tax (GST)**

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

- a supply of supports under this 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), in the Participant’s NDIS plan currently in effect under section 37 of the NDIS Act;
- the Participant’s NDIS plan is expected to remain in effect during the period the supports are provided; and
- the Participant or their representative will immediately notify Participate Australia if the Participant’s NDIS plan is replaced by a new plan or the Participant stops being a Participant in the NDIS.

**3.9. Failure to Pay**

If full payment of invoices is not received within the payment terms shown in section 3.1., we reserve the right to suspend the provision of supports.

Invoices that are 14 days overdue (i.e. 21 days after the date of the invoice) result in automatic suspension of supports until all invoices have been settled.

Participate Australia reserves the right to seek to collect outstanding amounts by all means at our disposal, including the use of debt collection services.

#### 4. Changes to this Agreement

If changes to this Agreement, including to supports or their delivery are required, the parties agree to discuss and review this Agreement for this purpose in good faith and that any changes to this Agreement will be in writing, duly signed and dated by both parties.

#### 5. Ending this Agreement

Should either party wish to end this Agreement they must give 30 days' written notice. If either party seriously breaches the terms and conditions outlined in this Agreement the requirement of notice may be waived.

Any changes to this Agreement supersede this Agreement. We will advise you of any changes with two (2) weeks' notice and may require you at that time to sign amendments or a new agreement altogether.

#### 6. Feedback, Complaints and Disputes

Participate Australia staff, Participants, their carers and other persons making representations on behalf of either parties are expected to conduct themselves respectfully at all times.

In the instance that you believe that Participate Australia has not met your expectations, if you are dissatisfied with the quality of service, or if you are dissatisfied with the conduct of our staff, you are invited to contact any member of staff who will inform you of the proper procedure and process, and support you with giving feedback or making a complaint.

Participate Australia makes an unreserved undertaking that your interaction with Participate Australia, as well as the quality and frequency of care to which you are entitled will not be compromised as a result of a complaint or if other issues of concern are raised.

To protect Participate Australia, our staff and volunteers, reciprocity of obligations, duties, and rights applies.

The Participant or their representative may request or download an Easy English complaints form from Participate Australia. The form is available at [participateaustralia.com.au/feedback](http://participateaustralia.com.au/feedback).

If the Participant is not satisfied with how their complaint or feedback is handled or if they do not wish to speak to a Participate Australia representative, the Participant can contact the National Disability Insurance Agency by email ([feedback@ndis.gov.au](mailto:feedback@ndis.gov.au)), by visiting an NDIS Office in person, by calling 1800 800 110, or by visiting [ndis.gov.au](http://ndis.gov.au) for further information.

#### 7. Contact Details

##### 7.1. The Participant

First Name and Surname

Address

Suburb

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Email

Telephone  Mobile

**7.2. Participant’s Representative (if required)**

If the Participant prefers to appoint a representative to deal with matters arising from this Agreement, please also provide their contact details here.

First Name and Surname

Address

Suburb

Email

Telephone  Mobile

**7.3. Participate Australia**

Each Participant is allocated a Support Facilitator at Participate Australia. We will provide you with their contact details separately. This person is your first point of contact for any queries.

## 8. Agreement

### 8.1. NDIS Support Coordination

Please indicate if you wish to appoint Participate Australia as your NDIS Support Coordinator, so that we may make the respective bookings in the NDIS portal.

- Yes, I wish to appoint Participate Australia as my NDIS Support Coordinator.
- No, I do not wish to appoint Participate Australia as my NDIS Support Coordinator.

### 8.2. Consent to use photographic images

Please indicate whether you consent to still and/or moving photographic images taken of yourself (i.e. the Participant) to be used for promotional purposes in Participate Australia brochures and publications (hard copy and digital), Participate Australia websites and social media platforms.

- Yes, I do consent to my photograph being taken and used in this manner
- No, I do not consent to my photograph being taken and used in this manner

### ***Signed by or on behalf of Participant***

I, \_\_\_\_\_ have read and understood this Agreement, including the Appendices, and agree to accept the responsibilities and conditions outlined herein.

Signature of Participant (where possible)	Date
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Signature of Participant's representative (if required)	Date
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### ***Signed on behalf of Participate Australia***

Jerry McNamara, Chief Executive Officer	Date
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**Appendix I. Copy of Participant's NDIS Plan**

**Appendix II. Quotations**