



NDIS Core Support Service Agreement

This is your **Individual Service Agreement** which details how you will receive your supports and services from the date of approval of your NDIS plan.

Parties

This Service Agreement made between:

Participant / participant's representative (such as a family member or friend)

Name: _____

Date of Birth: _____

Address: _____

NDIS Participant Number: _____

NDIS Plan Start Date: _____

NDIS Plan End Date: _____

Method of Payment: _____

Payments made:

- ☐ NDIA: I authorise **Realcare Sydney Pty. Ltd.** as the Service Provider making a direct claim to the NDIA to submit a service booking on my behalf via the NDIS portal.

- ☐ Plan-Management: Contact Name: _____

Address: _____

Contact number: _____

Email: _____

- ☐ Self-Management: Contact Name: _____

Address: _____

Contact number: _____

Email: _____

Provider: **Realcare Sydney Pty. Ltd.** ABN:87 635 840 005, Address: 33
Valerie Avenue, Baulkham Hills, NSW 2153, Phone: 02 8660 0061

This Service Agreement will commence on: _____

for the period from: _____ to: _____

This Service Agreement is made for providing supports under the participant's
NDIS plan.



A copy of the participant's NDIS plan is attached to this Service Agreement.

Note: you don't have to include your NDIS Plan if you don't want to.



This Agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS). The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

- ☐ support the independence and social and economic participation of people with disability, and
- ☐ enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports—this includes the ability to be an active consumer with

choice and control over who provides their supports and how they provide them.

Schedule of Supports

Realcare Sydney Pty.Ltd. agrees to supply you supports as described in the Schedule of Supports attached to this Service Agreement. A supply of supports under this Service Agreement is a supply of one or more reasonable and necessary supports in your NDIS Plan currently in effect under the NDIS Act. The service end date cannot be later than the end date in your NDIS Plan.

Responsibilities of the provider

Realcare Sydney Pty. Ltd. agrees to provide the service to you within your NDIS Plan.

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. All requirements are met on a case-by-case basis, including that the types of supports provided under the Service Agreement are of a kind determined under the GST legislation to be GST-free.

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

Realcare Sydney agrees to:

- review the provision of supports at least *6 monthly* with the Participant
- we treat you with courtesy and respect, to listen and talk to you about what you want.
- once agreed, provide supports that meet your needs at your preferred times
- communicate openly and honestly in a timely manner

- consult you on decisions about how supports are provided
- listen to the Participant's feedback and resolve problems quickly, telling us any complaints or disagreements
- give the Participant a minimum of 24 hours' notice if the Provider has to change a scheduled appointment to provide supports
- telling us if you have to cancel an appointment – Where possible, you should always give **Realcare Sydney Pty. Ltd.** at least 24 hours' notice so that we do not have to charge you for the staff's time.
- we listen to your feedback and resolve problems quickly
- give the Participant the required notice if the Provider needs to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information)
- you could require a notice if **Realcare Sydney Pty. Ltd.** needs to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information)
- we protect your privacy and confidential information
- **Realcare Sydney Pty. Ltd.** supports in a manner consistent with all relevant laws, including the [National Disability Insurance Scheme Act 2013](#) and [rules](#), and the Australian Consumer Law; keep accurate records on the supports provided to the participant
- issue regular invoices and monthly statements of the supports delivered to you as per the Terms of Business for Registered Providers.

Responsibilities of *[Participant / Participant's representative]*

The *[Participant / Participant's representative]* agrees to:

- inform us about how you wish the supports to be delivered to meet your needs, letting us know if there are changes in your life that affect the services you receive
- treat us with courtesy and respect
- talk to us if you have any concerns about the supports being provided, telling us what you think about the services, staff and the way that you receive your services
- Assisting in the recruitment of your staff
- Being very careful about your personal safety, particularly your money. Understanding that you must follow our “Handling Cash” rules. Never lend or borrow money from staff.
- To make sure that your home is safe for you and the staff, that you and your staff follow **Realcare Sydney Pty. Ltd.**’s Work Health and Safety rules. If you have any problems you must tell us as soon as possible
- give us a minimum of 24 hours’ notice if you cannot make a scheduled appointment; and if the notice is not provided by then, the provider’s cancellation policy will apply
- give us the required notice if you need to end the Service Agreement
- let us know immediately if your NDIS plan is suspended or replaced by a new NDIS plan or the participant stops being a participant in the NDIS.

Emergency

For any urgent health issues, call an ambulance **000**.

Payments for service

The price of NDIA funded supported being provided under this Service Agreement are set out in the Schedule of Supports. All prices are GST inclusive if applicable. Prices will be adjusted automatically apply from the time of the NDIA price increase. Additional expenses not included as part of the NDIS contained in your NDIS Plan such as entrance fees, event tickets, meals, transport etc.

Realcare Sydney Pty. Ltd. will provide a minimum of 14 days' notice of price increases.

A comprehensive list of all NDIS supports (“the Support Catalogue”) is at:

<https://www.ndis.gov.au/providers/price-guides-and-information>

We will seek payment for their provision of supports after you sign confirms satisfactory delivery. If you have chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, we will send the participant an invoice for those supports for the participant to pay.

The participant will pay the invoice by [specify cash / cheque / EFT] within 7 days.

If the funding for any of the supports provided under this Service Agreement is managed by a Plan Nominee: The participant's Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, the provider will send the participant's Nominee an invoice for those supports for the participant's Nominee to pay. The participant's Nominee will pay the invoice by [specify cash / cheque / EFT] within 7 days.

If the funding for any of the supports provided under this Service Agreement is managed by the National Disability Insurance Agency: The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the NDIA.

If the funding for any of the supports provided under this Service Agreement is managed by a Registered Plan Management Provider: The participant has nominated the Plan Management Provider [insert name of Registered Plan Management Provider] to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from your Registered Plan Management Provider.

Realcare Sydney Pty. Ltd. mini service time is two hours.

Realcare Sydney Pty. Ltd. will charge our fees in line with changes to the benchmark pricing as determined by the NDIA.

Work, Health and Safety

Prior to the commencement of services within your home where relevant, **Realcare Sydney Pty. Ltd.** conduct a workplace safety assessment of your home. Your home will be reassessed when and if there are any changes to the services delivered or the home environment. All the staff shall always comply with relevant Work Health and Safety legislation in relation to its activities and its staff and others who may be affected by their activity.

Provider Travel

Travel to provide personal care and community access

Realcare Sydney Pty. Ltd. will not claim travel costs for the time that a support worker spends travelling from home to the workplace (or first participant) and from the workplace (or last participant) to home.

Where a support worker travels from one participant appointment to another, up to 20 minutes of time can be claimed against the next appointment at the hourly rate for the relevant support item.

Where a worker travels from one participant appointment to another in an MMM4 or MMM5 area, up to 45 minutes of time can be claimed against the next appointment at the hourly rate for the relevant support item.

Participant Transport: Accompanying participants for community access

Providing community access supports may, at the request of a participant, involve a worker accompanying a participant on a community outing and/or transporting a participant from their home to the community. In these situations, the worker's time can be claimed at the hourly rate for the relevant support item for the total time the worker provides support to one or more participants, including time spent accompanying and/or transporting the participant. Where a provider is transporting two or more participants on the same trip, the worker's time should be claimed at the appropriate group rate for the relevant support.

Participant Transport: Contribution towards costs of transport itself

Realcare Sydney Pty. Ltd. incurs costs, in addition to the cost of a worker's time, the worker's time can be claimed at the hourly rate for the relevant support item for the total time, when accompanying and/or transporting participants in the community (such as cost of ticket for public transport), the participant should pay for these costs also the participant can apply for a Companion Card if they are eligible. A participant's support budget may include funding for transport, and this funding can be used for these types of contributions, which should be clearly specified in the service agreement. When **Realcare Sydney Pty. Ltd.** carer drives client, and uses their own vehicle **Realcare** will charge the client the cost of driving hourly rate. The distance travels are: if less than 10 kilometres the client will be charge 15 minutes, if between 11-20 kilometres the client will be charge 30 minutes, if between 21-30 kilometres the client will be charge 45 minutes, if between 31-40 kilometres the client will be charge 60 minutes.

Police and Working with Children Certificates

All the staff undergo the following:

- ☐ National Police Check: upon commencement and repeated every 3 years
- ☐ International Police Check: upon commencement and only where relevant. No repeat is required.
- ☐ Working with Children Check: upon commencement and only where relevant. Repeated every 5 years.

Changes to this Service Agreement

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.

Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can log the link **Realcare** gives to you and participant can check the service time and which carer will do the service anytime and give stars to let manager knows how is going with the service, the participant can talk to manager directly on: (02) 8660 0061/0434 199 680 or email to: aimee@rcsydney.com.au.

If you are not happy with the provision of supports and wish to make a complaint, you can talk to Aimee, the manager of **Realcare Sydney Pty. Ltd.**

If you are not satisfied or does not want to talk to this person, you can contact:

- the National Disability Insurance Agency by calling 1800 800 110,
- or NDIS commission by calling 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged.
- Completing a [complaint contact form](#).
- or visiting one of their offices in person, or visiting www.ndiscommission.gov.au for further information.

Ending this Service Agreement

Should either party wish to end this Service Agreement they must give 2 weeks' notice. If either party seriously breaches this Service Agreement the requirement of notice will be waived.

Household Insurance

Your household insurance should cover any breakages, losses or damages to your property. Please check this is the case as the risk in this respect is yours for any loss or damage caused to your property.



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 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/participant's representative] will immediately notify the provider if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

In signing this Service Agreement, the parties agree that transparent and clear information has been provided to the Client that other agencies could provide support services and I have chosen Realcare Sydney Pty. Ltd. to provide these support services as contained in my Schedule of supports.

1. Your contact details



Your daytime phone number:



Your evening phone number:



Your mobile number:



Your email address:



Your home address:



Name

The name of someone we can contact
if we can't get in touch with you:



Their phone number:



Their email address:

2. Support Coordinator contact details



Name

Support Coordination Name of
Organisation



Company phone number:



Company email address:



Name

Support Coordinator Name:



Coordinator phone number:

Coordinator email address:



3.The service provider's contact details



Phone number:

02 8660 0061



Mobile number:

0434 199 680



Email address:

aimee@rcsydney.com.au



Business address:

33 Valerie Ave,

Baulkham Hills NSW 2153

4.Signatures

By signing this Agreement, you agree to all the information included.



Name

Participant name:



Signature:



Date:



Name

Service provider name:



Signature:



Date:

We agree the services schedule:

Core Support – Supports that enable participants to complete activities of daily living, Assistance with Daily Life, Transport, Consumables, Assistance with Social & Community Participation. Participant budgets often have a lot of flexibility to choose specific supports with their core support budgets, but cannot reallocate this funding for other support purposes (i.e. capital or capacity building supports). This support category relates to assisting with and/or supervising personal tasks of daily life to enable the participant to live as autonomously as possible. These supports are provided individually to participants and can be provided in a range of environments, including but not limited to, the participant's own home.

Daily Personal Activities, including High Intensity Daily Personal Activities

A hierarchy of price limits applies to this group of supports, based on:

- A) the time of day that the support is delivered;
- B) the day of week that the support is delivered;
- C) whether the support is Standard Intensity or High Intensity;
- D) if the support is High Intensity then whether it is a Level 1 (Standard), Level 2 (High Intensity) or Level 3 (Very High Intensity) support; and
- E) whether the provider is eligible for the Temporary Transformation Payment.

Time of day

In determining which price limit is applicable to a support, providers should note that a support is considered to be:

- ☐ a Daytime Support if it is delivered between 6 am and 8 pm;
- ☐ an Evening Support if it is delivered after 8 pm and before 12 midnight;
- ☐ an Overnight Support if it is delivered between 12 midnight and 6 am.

Day of week

In determining which price limit is applicable to a support, providers should note:

- a weekday is Monday to Friday;
- the extra rates paid for Saturday, Sunday and Public holidays are in substitution for, and not cumulative upon, the shift premiums payable for afternoon and overnight supports; and
- the extra rates for Saturday/Sunday/Public holidays do not increase further when the support finishes after 8pm.

High intensity supports

A support is considered a high intensity support if the participant requires assistance from a support worker with additional qualifications and experience relevant to the participant's complex needs. The high intensity price limits may be considered when:

- frequent (at least 1 instance per shift) assistance is required to manage challenging behaviours that require intensive positive behaviour support; and/or
- continual active support is required due to high medical support needs (such as unstable seizure activity or respiratory support)

In determining which price limit for High Intensity Supports should apply to a given support, the provider should consider the skills and experience of the worker delivering the support. In general, the Level 2 price limit applies to most high intensity supports. However, if the particular instance of support is delivered by a worker who does not have the skills and experience to deliver a high intensity support then the Level 1 price limit should be applied. If the particular instance of the support is delivered by a more highly skilled or experienced worker then the provider can consider applying the Level 3 price cap, with the participant's prior agreement.



Assistance with household tasks

These support items enable participants to maintain their home environment. This may involve undertaking essential household tasks that the participant is not able to undertake.

Core - Transport

Transport enables participants to access disability supports outside their home, and to pay for transport that helps them to achieve the goals in their plan. Transport supports generally do not have price limits; however, participants should use the least expensive transport that meets their needs. Transport funding is paid fortnightly in advance to self-managed participants. Funding transport assistance is limited to those who cannot use public transport due to their disability. If the participant has questions about their transport support, providers may direct them to the NDIS factsheet available on the NDIS Website.

Accompanying participants for community access

Providing community access supports may, at the request of a participant, involve a worker accompanying a participant on a community outing and/or transporting a participant from their home to the community. In these situations, the worker's time can be claimed at the agreed hourly rate for the relevant support item for the total time the worker provides support to one or more participants, including time spent accompanying and/or transporting the participant. Where a provider is transporting two or more participants on the same trip, the worker's time should be claimed at the appropriate group rate for the relevant support.

This claim should be made using the relevant community participation support item and against the participant's core budget. In essence, the participant transport is a part of the community participation activity and should be billed accordingly.



Contribution towards costs of transport itself

If a provider incurs costs, in addition to the cost of a worker's time, when accompanying and/or transporting participants in the community (such as cost of ticket for public transport, road tolls, parking fees and the running costs of the vehicle), they may negotiate with the participant for them to make a reasonable contribution towards these costs.

Core - Assistance with Social and Community Participation

These supports enable a participant to engage in community, social or recreational activities. They may be provided in a centre or in community settings at standard or higher intensity rates. If arranged in advance with participants, providers may charge up to four hours for each plan period to document proposed supports and expected outcomes. Price limits vary according to the support needs of the participant and the day of the week the support is provided.

Providers should not claim payment for:

- ❑ expenses related to recreational pursuits, such as event tickets for the participant, as they are not covered by the NDIS; and
- ❑ the cost of entry for a paid support worker to attend a social or recreational event.

A hierarchy of price limits also applies to this group of supports, based on:

- A) the time of day that the support is delivered;
- B) the day of week that the support is delivered;
- C) whether the support is Standard Intensity or High Intensity;
- D) if the support is High Intensity then whether it is a Level 1 (Standard), Level 2 (High Intensity) or Level 3 (Very High Intensity) support; and
- E) whether the provider is eligible for the Temporary Transformation Payment.

(See the definitions and notes in the Assistance with Daily Living Support Category.)



Community and social activity costs

This support is included in a participant's plan to enable them to pursue recreational activities and engage in the community when associated with a participant's disability and goals. Participants may use this funding for activities such as camps, vacation and outside school hours' care, course or membership fees. More information can be found in the Operational Guidelines where appropriate, funded hours in a Community Access budget may be converted to a fee and claimed by a provider for these purposes.

Group based supports

Assistance to access community, social and recreational activities is often provided in a group setting, either in the community or in a centre.

A hierarchy of price limits applies to group based supports, based on:

- A) the time of day that the support is delivered;
- B) the day of week that the support is delivered;
- C) whether the support is Standard Intensity or High Intensity (complex);
- D) whether the provider is eligible for the Temporary Transformation Payment;
- E) the size of the group and ratio of staff to participants; and
- F) whether the support is provided in a Centre or in the community.

(See the definitions and notes in the Assistance with Daily Living Support Category.)

For support ratios that are not stated in this Guide (e.g. two workers for three participants), participants and providers should discuss and agree the most appropriate line item to be used for payments, and the appropriate price to be paid (which might be lower than the price limit for that line item).

Providers of group-based supports are not permitted to bill for non-face-to-face services as the hourly price limits for these supports include an allowance for non-face-to-face services.



Cancellations and “no shows” of scheduled supports

Providers are to have business arrangements in place to minimise the risk of cancellation, no show or late change to a scheduled support.

Providers will now be able to charge 90 per cent of the service booking price for short notice cancellations (i.e. after 3pm the day before), up to a maximum of 12 cancellations per year for core supports and 6 hours per year for therapy. When 12 short notice cancellations within a year are reached, the NDIA will engage with providers to work on strategies to ensure cancellations are being actively managed. More than eight instances of cancellation or no shows in a continuous 12 months period will be notified to the Agency contact person by the provider, so that consideration may be given to reviewing the participant plan.

Where there is a specific risk that a participant will frequently “not show” for a support due to the nature of a person’s disability or the nature of the support, for example behaviour intervention supports, the provider will have suitable individual specific arrangements in place to maximise the likelihood the person will receive all their required supports.

In relation to personal care, skill development or community access supports, if the participant, or their family or carer on their behalf, agree there was an unforeseen circumstance that resulted in a cancellation, no show or late change, a fee may be charged against a participant plan. Any fee that is charged to the participant’s plan will be according to the terms set out in the service agreement between the participant and the provider, up to a maximum of eight instances per year.

Where a participant fails without notice to keep the scheduled arrangement for the support (a “no show”) the provider must make every effort to contact the participant to determine if there is an additional problem (e.g. the person has fallen out of bed and cannot raise an alarm, or the informal supporters are in crisis and additional support is likely to be required).

The [NDIS Price Guides](#) set out rules in relation to payments for cancellations.

No payment may be claimed for a support provided after the date of death of a participant.

No fee is payable by NDIS, or the participant, for cancellation by a provider or any failure to deliver the agreed supports.

NDIA does not permit collection of deposits, or money as a bond, from participants that a provider would retain in the event of cancellation of a support.

Conflict of Interest Declaration

Realcare Sydney Pty. Ltd. will act in the best interests of clients, ensuring each client is informed, empowered and able to maximise receives transparent, factual advice about their support options which promotes choice and control. Realcare Sydney Pty.Ltd. must not by act or omission constrain, influence or direct decision making so as to limit that client's access to information, opportunities and choice and control.

Realcare Sydney Pty. Ltd. will provide or explain to each client using the language, mode of communication and terms that the clients most likely to understand.

Each client is supported to understand the distinction between the provision of specialized support coordination and other reasonable and necessary supports funded under a client's plan using the language, mode of communication and terms that the clients most likely to understand.

If Realcare Sydney Pty. Ltd. has an interest in any support option available to the client, the client is aware of this interest. The client understands that any choice they made about providers of other supports will not impact on the provision of the specialized support coordination.

Ensure its organizational or ethical values do not impede a client's right to choose and control.

Referrals to and from other providers are documented for each client.

Consent to Share Information

Attached Consent form

PRIVACY COLLECTION STATEMENT

Protecting your privacy

Realcare Sydney Pty.Ltd. is committed to protecting your privacy and to ensuring we can provide you with the best possible care and services. We are bound by the *Privacy Act 1988* (Cth) (the **Privacy Act**) and the Australian Privacy Principles.

This Privacy Collection Statement should be read in conjunction with our Privacy Policy which contains detailed information on how we protect your privacy, including the way in which we may collect, use and disclose your information.

A copy of our Privacy Policy is available at our facility. We will provide a copy of our Privacy Policy to you when you are admitted to our facility or before we start providing services to you.

Collection of information

We collect personal information about individuals directly from the individual or their legal representative. We will only collect information for a purpose that relates directly to our functions and activities as a care provider. We understand that you may not want to provide information to us. The information we request of you is relevant to providing you with the care and services you need. If you choose not to provide us with some or all of the information we request, we may not be able to provide you with the care and services you require. For more detailed information, please refer to our Privacy Policy.



Use and disclosure

We will use and disclose your personal information only for the purpose for which it was collected or for any other purpose that is otherwise directly related to our functions or activities as a care provider or otherwise permitted at law. Please refer to our Privacy Policy for more detailed information.

Access and correction of information

Our Privacy Policy also contains detailed information on how you may access the personal information we hold about you and how you can seek to have your personal information corrected.

Overseas recipients

We will not disclose your information to overseas recipients. If we do, we will take all steps that are reasonable in the circumstances to ensure that the overseas recipient does not breach the Australian Privacy Principles.

Making a complaint

If you wish to make a complaint about the way we have managed your personal information you may make that complaint verbally or in writing by setting out the details of your complaint to any of the following:

- **The office** on Phone: 02 8660 0061 or Email: aimee@rcsydney.com.au
- Phoning: **1800 035 544** (free call from landlines) NDIS Commission or TTY 133 677. Interpreters can be arranged.
- National Relay Service and ask for 1800 035 544.
- Completing a [complaint contact form](#).

How to contact us:

If you have any questions in relation to privacy or how we manage your personal information, please contact us on 02 8660 0061. Alternatively, you can e-mail: aimee@rcsydney.com.au.

*** Disclaimer:**

Realcare Sydney Pty. Ltd.'s information is provided in good faith, to the best of our knowledge and is considered to be correct at the time of communication, however, changes may affect this accuracy therefore Realcare Sydney Pty. Ltd. gives no assurance as to the accuracy of any information or advice given.

Any advice given by Realcare Sydney Pty. Ltd. outside of financial administration advice shall be considered general in nature. Realcare Sydney Pty. Ltd. shall not be liable for any failure of, or delay in the performance of this service agreement for the period that such failure or delay is:

1. Beyond the reasonable control of a party;
2. Materially affects the performance of any of its obligations under this agreement, and
3. Could not reasonably have been for seen or provided against (eg. Government Acts prohibiting or impending any party from performing its respective obligations under the Service Agreement contract) or (eg. prolonged lack of power supply).

Nothing in the Realcare Sydney Pty. Ltd. Service Agreement negates or diminishes the statutory guarantees regarding the supply of services the participant/nominated representative receive under The Australian Consumer Law (Competition and Consumer Act 2010 – Schedule 2).

Realcare Sydney Pty. Ltd. takes in good faith the information provided by the participant/nominated representative to be true and accurate, and that claims presented by Realcare Sydney Pty. Ltd. are a true reflection of goods and services provided to the Participant in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013).