

## SERVICE AGREEMENT – SUPPORT COORDINATION

This **Service Agreement** is for

<b>Client Name</b>	
<b>NDIS Number</b>	
<b>Date of Birth</b>	

Who is a Client in the **NDIS - National Disability Insurance Scheme** AND IS

### MADE BETWEEN

<b>Nominee/Representative Name</b>	
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**Client** *as named above* and **Client's representative** such as a family member or friend (if applicable)

### AND FBA CARE

<b>This Service Agreement will start (date)</b>	
<b>This Service Agreement will end (date)</b>	

### The NDIS and this Service Agreement

This Service Agreement is made to provide supports under the Client's National Disability Insurance Scheme (NDIS) plan.

<b>FBA Care has a copy of the Client's NDIS Goal's page (if no, please provide this to us)</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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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.

## RESPONSIBILITIES OF PROVIDER

### FBA CARE agrees to:

- Reviewing of provisions of supports will be flexible and occur as required.
- Provide supports that meet the Client’s needs at the Client’s preferred times.
- Communicate openly and honestly on time.
- Treat the client with courtesy and respect.
- Consult the Client on decisions about how supports are provided.
- Give the Client information about managing any complaints or disagreements and details of the provider’s cancellation policy.
- Listen to the Client’s feedback and resolve problems quickly.
- Give the Client a minimum of 48 hours’ notice if FBA Care has to change a scheduled appointment to provide supports.
- Give the Client the required notice if the Provider needs to end the Service Agreement (see ‘Ending this Service Agreement’ below for more information).
- Protect the Client’s privacy and confidential information. Clients acknowledge that by attending FBA Care, information may be reported externally to governing bodies if required. i.e. reporting of critical incident reports, reporting or restrictive practices, reporting of complaints.
- Provide 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 Client.
- Issue regular invoices and statements of the supports delivered to the Client.

<b>FBA CARE STAFF:</b>		<b>Date:</b>	
<b>Position:</b>		<b>Signature:</b>	

## RESPONSIBILITIES OF Participant

\_\_\_\_\_  
 (Participant's Name)

### The Participant agrees to:

- Inform FBA Care about how they wish the supports to be delivered to meet their needs
- Treat all staff and clients who attend FBA Care with courtesy and respect
- Talk to FBA Care if the client has any concerns about the supports being provided
- Advise FBA Care immediately upon changing a plan manager or other information that may affect invoicing
- Give the provider a minimum of 48 hours' notice if the client cannot make a scheduled appointment; and if the notice is not provided, a cancellation fee may apply
- Give FBA Care the required notice if the client needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information).
- Inform FBA Care if the client's NDIS plan is suspended or replaced by a new NDIS plan or the client stops being a client in the NDIS.

Date: \_\_\_\_\_

Participant Name:		Signature	
Guardian / Nominee Name:		Signature:	

### Schedule of supports

The supports and their prices are set out in the schedule of supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports as per the NDIS price Guide (Victoria). FBA Care Pty Ltd will include variations or increase made to the NDIS Price Guide during the signed term of the NDIS service agreement. This will include any periodic NDIS Price Guide increase where "Prices are subject to change" as outlined in the NDIS Price Guides.

## RECORD OF INFORMATION

- **FBA CARE will only request and retain Personal Information of the client that is necessary to:**
  - assess the client's eligibility for support;
  - provide safe and responsive support;
  - monitor the supports provided; and
  - fulfill contractual and other requirements to provide non-identifying data and statistical information to government agencies.
- When FBA Care collects the client's Personal Information, FBA Care will explain to the client why we are collecting the information and how we plan to use it
- FBA Care will share the client's information among the staff involved in the services.
- FBA Care will store the client's Personal and Health Information in a manner that reasonably protects it from misuse and loss and unauthorized access, modification or disclosure.
- The client's Personal Information will only be disclosed:
  - to prevent or lessen a serious and imminent threat to the life or health of the client or another person;
  - to outside agencies with the client or the client representative's permission;
  - with written consent from a person with lawful authority; or
  - when required by law, or to fulfill legislative obligations such as mandatory reporting.
- Please read the *Privacy statement* of FBA Care (included in Participant Handbook) to be aware of how FBA Care collects, uses, discloses, records and discards the personal information of the client
- In any cases when we will be receiving information from a third party, we will take reasonable steps to ensure that you are made aware of the information provided to us by them.

## Exchange of Information by contacting other service providers

Sometimes FBA Care staff may need to talk to other service providers about the client. For example; support coordinators, plan managers, other disability services, General Practitioner, specialists, or Allied Health Professionals (OT, Speech, and Psychologist).

Please note that FBA Care may need to exchange relevant and access necessary information for: Contacting previous or current Service Providers, Support Coordinators, Plan Managers, Case Managers or Care Workers

- Clarification of Reports
  - Liaising with authorized staff, family members, carers, guardians, advocates or others who are supporting your plan processes
  - Accessing personal records for Departmental / Internal Auditing and reporting processes.
- **Please note:** FBA Care contacting other services may generate invoices for services from either FBA Care or the other service that you may be liable for.

## CONSENT

### Consent to the record of information

I authorize FBA Care to access necessary and exchange relevant information for:

- Conducting the organisational processes for the required service delivery
- Contacting previous or current Service Providers, Support Coordinators, Plan Managers, Case Managers or Care Workers
- Accessing personal records for Departmental / Internal Auditing and reporting processes.

In any case, when FBA Care will be receiving information from a third party, we will take reasonable steps to ensure that the client or client's representative is made aware of the information provided to us by them.

FBA Care is subjected to third party audits which could include a review of the client's files by an auditor. The client has a choice to opt-out of this scheme.

### Consent to take and use photographs and videos

I hereby consent and agree that FBA Care has the right to take and use photographs, audios, and videos of me (and/or my property) and to use these for FBA Care services.

(Please tick the box where permission is granted)

	Photographs	Videos	Audios	Comments, quotes
Noticeboard	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Promotional material	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Social Media	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Website	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Personal File	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Social Newsletter	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Newspaper	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Other comments:

Client's Name		Client's Representative Name	
Signature		Signature	

#Please advise FBA Care if you wish to change your consent preferences by contacting the office by telephone on 1300 809 566 or 0410126602 or emailing [info@fbacare.com.au](mailto:info@fbacare.com.au).

## GOODS AND SERVICES TAX (GST)

As per the Australian Taxation Office and the application of section 38-38 of the GST Act, NDIS items are GST exempt.

For 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 Client's NDIS plan currently in effect under section 37 of the NDIS Act;
- The Client's NDIS plan is expected to remain in effect during the period the supports are provided; and
- The Client/Client's representative will immediately notify FBA Care Australia Ltd if the Client's NDIS Plan is replaced by a new plan or the Client stops being a Client in the NDIS.

## CHANGES TO THIS SERVICE AGREEMENT

The Parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the Parties.

## CANCELLATIONS AND "NO SHOWS" FOR SCHEDULED SUPPORTS – BY CLIENT

FBA Care will charge for no shows as per the National Disability Insurance Agency rules.

All participants will be required to give FBA Care 2 business days' notice for cancellation to avoid paying the full fee for cancelled service.

## ENDING THIS SERVICE AGREEMENT

Should you wish to end this Service Agreement FBA Care would appreciate 28 days' notice in writing. This notice period gives FBA Care time to replace the vacancy and recognizes the staffing and other costs that we continue to carry. If the Support you receive is for Supported Employment, notice is required as per the Employment Notice Period.

*If either Party seriously breaches this Service Agreement, the requirement of notice will be waived.*

FBA Care can end this service agreement with notice if the client service required is deemed to be out of scope.

## ENDING THIS SERVICE AGREEMENT – NO NOTICE REQUIRED

FBA Care can end this Agreement without notice if:

- An invoice remains unpaid after 28 days;
- The health and safety of our personnel are at risk (see Leaving FBA Care Services Policy);
- You cancel a level of Supports which we've agreed to provide and this impacts us providing the Support;
- Your NDIS Plan is reviewed and the Supports provided under this Agreement are no longer part of the Plan;
- Your Supported Employment is terminated by us.

You may also end the Agreement without notice if your health and safety are at risk from the Supports, we provide or there has been an ongoing failure by us to provide the agreed Supports.

## FEEDBACK, COMPLAINTS, AND DISPUTES

FBA Care has a Complaints Policy and you will be provided with a Complaints Procedure for Clients. If the Client wishes to give FBA Care feedback, the Client can talk to their key contact by calling the office on 1300 809 566

If the Client is not happy with the provision of supports and wishes to make a complaint, the Client can talk to the Compliance Manager.

### The Compliance Team

PH: 1300 809 566

Email: [feedback@fbacare.com.au](mailto:feedback@fbacare.com.au)

Email: [complaints@fbacare.com.au](mailto:complaints@fbacare.com.au)

If the Client is not satisfied or does not want to talk to FBA Care, the Client can contact the: **National Disability Insurance Agency** by calling 1800 800 110, visiting one of their offices in person, or visiting [ndis.gov.au](https://www.ndis.gov.au) for further information.

OR

**NDIS Quality & Safeguarding Commissioner** by calling 1800 035 544 or

<https://www.ndiscommission.gov.au/>

## Conflict of Interest

FBA Care has kept strategies in place to manage the conflict of interest involved in delivering Support Coordination along with other NDIS supports which include:

- Support Coordinators will provide the participant with the option of several providers for each type of support they are seeking;
- Where only one option will be suggested to the client, the Support Coordinator will provide the participant a rationale for this
- Any choice participants make about providers of other supports will not impact the provision of their Support Coordination
- There are differences between Support Coordination and other supports funded in participants' NDIS plans, which includes the requirement that supports provided be reasonable and necessary
- Service coordinators who are continually working with participants and other areas of FBA Care will review how well their supports are meeting their needs and adjusting support delivery before issues emerge

### Schedule of supports for Support Coordination

<b>Support</b> List the name of the support.	<b>Description of support</b> List the details of the support, including scope and volume.	<b>Price and payment information</b> List the price of the support (e.g. per hour / per session / per unit) and whether the Participant, Participant's Nominee, the NDIA, or a Registered Plan Management Provider manages NDIS funding for the support.	<b>How the support will be provided</b> List how, when, where, and by whom the support will be provided.
Coordination of supports			



I \_\_\_\_\_ agree to the above services to be delivered by

FBA Care from \_\_\_\_\_

Participant Name:		Signature	
Guardian / Nominee Name:		Signature:	

## CONTACT DETAILS

CLIENT/CLIENT'S REPRESENTATIVE CONTACT DETAILS:	
Name	
Relationship	
Phone/Mobile	
Email	
Address	

FBA CARE – SUPPORT COORDINATOR CONTACT DETAILS	
Name	
Mobile/phone	
Email	
Address	502-506 Geelong Road, Tottenham VIC 3012

## AGREEMENT SIGNATURES

The Parties agree to the terms and conditions of this Service Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the Support Coordinator from FBA  
Care

\_\_\_\_\_  
Name of the Support Coordinator from FBA Care

\_\_\_\_\_  
Date