

## SWCT NDIS SERVICE AGREEMENT

You have choice and control over the support you receive. This Agreement sets out what we both agree about the services you are going to receive from Southwest Community Transport.

ABN: 33 226 912 121

### 1. WHO IS MAKING THIS AGREEMENT – NDIS Participant/Nominee

Title:	Name:	
NDIS Number:	Plan Start Date:	Plan End Date:
<b>Is the participants transport fund:</b> <input type="checkbox"/> NDIA Managed <input type="checkbox"/> Self-Managed <input type="checkbox"/> Plan Managed		
PACE is the NDIA's new system to make it easier and safer for participants to view and manage their NDIS funds and their service providers. It is a requirement of the NDIA for <b>NDIA Managed</b> participants to endorse their service providers before commencing services. (This is not required for participants who plan managed, or self managed)		
<b>Has the participant endorsed SWCT</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If no, SWCT cannot proceed with the delivery of services until this has been completed by the participant.</b>		
<b>Address:</b>		
Town:	State:	Postcode:
Date of Birth:	Phone:	Mobile:
<b>If the participant is under 18, does the parent/guardian/carer consent for the participant to travel unaccompanied in an SWCT vehicle?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Email:</b>		
Country of Birth:	Ethnicity:	
<b>Is language/communication assistance required?</b>		<b>If yes, what language:</b>
<b>Gender:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other _____ <input type="checkbox"/> Prefer not to disclose		
<b>Indigenous Status:</b> <input type="checkbox"/> Aboriginal <input type="checkbox"/> Torres Strait Islander <input type="checkbox"/> Both <input type="checkbox"/> Neither <input type="checkbox"/> Decline		
<b>Does the participant have any cultural, values or beliefs that need to be considered?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, are you able to tell us what they so we can try to support them to the best of our ability to meet these needs?		
<b>Is the participant aware of this referral?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Driver preference:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> No preference <input type="checkbox"/> Other <i>** Please note, ATA will make all efforts to meet your preference but cannot guarantee we can assist every time.</i>		

**Does the participant have a mobility aid?**

Stick/Walking Frame  Manual Wheelchair  Electric Wheelchair  Scooter  Independent

**If the participant has a wheelchair, are they:**  Transferable  Non-Transferable

**Distance participant can walk from door to vehicle:**  Can't walk unassisted  0 - 30 metres  30 – 100 metres

**Will the participant require assistance into the vehicle?**  Yes  No

**Disability type:**  Physical  Intellectual  Neurological  Vision  Hearing  Other: \_\_\_\_\_

**Are there any specific requirements/issues that the vehicle driver needs to be aware of?** (i.e. must drive up driveway or pick up from the back of the house)  Yes  No If yes, please provide information:

**Vehicle preference** (Clients living in Camden, Campbelltown, Fairfield, Liverpool, Wingecarribee and Wollondilly LGA's only – If the participant does not live in the above NSW LGA's, their transport will be provided by local taxi operators)

SWCT Vehicle  Taxi only  No preference

**Is the participant willing to send a copy of their NDIS Plan?**  Yes  No If yes, please attach a copy**Does the participant have a Behaviour Support Plan?**  Yes  No If yes, please attach a copy

**Are they supported by a qualified health practitioner?**  Yes  No If yes, please provide their contact details:

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Do they have a regulated Restrictive Practise in place in accordance with State or Territory authorisation, but not a behaviour support plan?**  Yes  No If yes, please provide their contact details:

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Does the participant have a Mealtime Management Plan?**  Yes  No If yes, please attach a copy**What are the participants goals for the next 12 months?****How can we help the participant to achieve their goals?****Do they believe their goals were achieved? (Participants renewing Service Agreement ONLY)**

**CARER DETAILS – If the participant has a carer: (Please note: You can have one carer travel with the participant for free.)**

<b>Will the participant have a carer travelling with them?</b> <input type="checkbox"/>	<b>Is the carer aware of this referral?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Name:</b> _____	
<b>Email:</b> _____	<b>Phone:</b> _____
<b>Does the carer have any mobility issues?</b>	<b>Carers preferred language:</b> _____

**PLAN MANAGER DETAILS – If the participant has a Plan Manager:**

<b>Plan Manager Organisation:</b>	
<b>Contact Name:</b>	
<b>Email:</b>	<b>Phone:</b>
<b>Does the participant consent to SWCT contacting their Plan Manager, if required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

**SUPPORT CO-ORDINATOR DETAILS – If the participant has a Support Co-ordinator:**

<b>Support Organisation:</b>	
<b>Contact Name:</b>	
<b>Email:</b>	<b>Phone:</b>
<b>Does the participant consent to SWCT contacting their Support Co-ordinator, if required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

**EMERGENCY CONTACT DETAILS**

<b>Contact Name:</b>	<b>Relationship to participant:</b>
<b>Email:</b>	<b>Phone:</b>
<b>Does this person have your permission to sign documents, or to make/ change bookings on their behalf?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**2. HOW DOES THIS AGREEMENT FIT WITH THE NDIS**

This agreement follows the main ideas and rules of the National Disability Insurance Scheme, which aims to provide the participant with more choices in how they achieve their goals and get involved in the community. This agreement sets out what services the participant has chosen to be provided by SWCT and other information. When we say “they” in this agreement we also mean a trusted person the participant may choose.

**3. OUR RESPONSIBILITY TO THE PARTICIPANT**

- SWCT will support and comply with the NDIS Terms of Business and the Code of Conduct. If the participant would like to see these let us know
- SWCT will provide a current Fee schedule for transport services provided.
- SWCT will provide door to door transport services.
- SWCT will talk to a trusted person of their choice if they request us to do so.
- SWCT will listen to a trusted person of their choice if the participant requests us to do so.
- We will listen to what is important to the participant and include them in decisions about their support

- The money we charge the participant will be GST Free
- All our drivers/vehicles comply with all laws and standards (including insurance)
- If SWCT increases fees, notification to the participant will take place at least two weeks before we do so.
- Our drivers are trained to support and respect the participant and their rights.
- If SWCT cannot provide transport when the participant requests it, we will try to reschedule to another date or time that works for them.
- That the participants carer (if they have one) can travel for free
- SWCT will keep the information the participant gives us about themselves safe and can see this information at any time. SWCT will not give anyone information about the participant without their permission unless it is to assist them in a medical emergency, or we legally must.
- SWCT will provide the service the participant chooses if we have the team members, can do it safely and the funds are available in the participants NDIS package. If we cannot provide the service safely or if the NDIS package funding is exhausted, services will cease., Where possible we will give the participant 7 days' notice.
- If the participant refuses a service, it will not affect any future service we provide them.
- SWCT will talk to the participant about any problems and try to work things out with them. Should something happen that we need to investigate, we will support the participant and keep them involved along the way.
- If SWCT must stop a service for any reason, we will talk to the participant about it and work with them to resolve the issue where possible

#### **4. THE PARTICIPANTS RESPONSIBILITY TO US**

- To inform SWCT by phone or email immediately, if they change their Support Coordinator or Plan Manager during this Agreement. Failure to do so may result in services being terminated.
- To inform SWCT by phone or email immediately, if they change their address or contact number. Failure to do so may result in services being terminated.
- To make bookings for transport as soon as they know they need to travel.
- To respect other people travelling with SWCT, our team members, and the public.
- To tell us about any equipment they use that helps them get around or if they change their equipment.
- To tell us what they need help with (e.g. walking up steps)
- To pay for their carer to travel with them if needed – when using our, shopping services or on social outings (it will cost the same as their transport)
- To tell us if they ever feel unsafe or have a problem with any of our team and work with us to help fix it
- If the participant needs to cancel a service, they will give us 48 business hours' notice, or a cancellation fee may be charged
- Participants agree to utilise NDIS transport assistance money (fortnightly) prior to using the money in their NDIA Core Package
- To advise us if there are any NDIS Plan changes or if they stop using NDIS
- To advise us if they have a Positive Behaviour Plan or if they are going to get one

#### **5. DELIVERY OF SERVICES IN EMERGENCY AND DISASTER SITUATIONS**

SWCT provides services to several vulnerable participants who may have limited supports/contacts, live in high-risk area's such as: flood zones, bush fire zones etc, or those that are unlikely to be able to evacuate or relocate without assistance. When natural disasters occur. SWCT will monitor emergency broadcasts and liaise with Emergency Services regarding any vulnerable participants in target areas and will request assistance depending on the situation.

SWCT will prepare, prevent, manage, and respond to emergency and disaster situations whilst mitigating risks and ensuring continuity of service provision before, during and after the event.

SWCT will develop an action plan for the period of interruption and will communicate and review this directly with the participant to agree when services can resume as per their original arrangements. Action Plans will be reviewed by the Executive Officer and Operations Manager.

During these situations/events SWCT will provide a variety of supports, depending on the critical incident, which may include, but is not limited to:

If the participant's allocated driver/vehicle is not available to deliver the services as per their normal arrangements, we will respond by communicating this with them and develop an intervention/action plan to ensure there is continuity of supports delivered to them, such as:

- A temporary suitably qualified person to perform the role if their regular driver is sick or on leave.
- If they live within our LGA's and for any reason SWCT are unable to provide them travel in a SWCT vehicle, we will endeavour that there is a suitable modified Taxi to deliver their service. At all times we will maintain contact. If we are unable to contact them, we will proceed with contacting their emergency contact or support coordinator stated in their service agreement.
- If the emergency is caused by weather, we will liaise with their Local Emergency Management Committee, who will be aware of their situation and their needs.

## **6. WHAT SUPPORTS WILL BE PROVIDED**

**Participants living in the Local Government Areas of Camden, Campbelltown, Fairfield, Liverpool,**

**Wingecarribee and Wollondilly:** Transport may be provided by a SWCT driver in one of our vehicles, or in a taxi that has been organised by us.

**Participants living outside of Camden, Campbelltown, Fairfield, Liverpool, Wingecarribee and Wollondilly:**

The participants transport will be provided through our partnership with transport operators in their area, in most cases this will be via a taxi operator with a qualified and experienced driver.

## **7. HOW LONG WILL THE SUPPORTS BE PROVIDED**

SWCT will provide the participant with transport services during their NDIA plan dates, unless otherwise reviewed earlier. They can ask for a review of this agreement at any time if they want to change anything.

## **8. PAYMENTS**

There are many ways the participant can pay for their transport. Please tick the participant's preferred option:

Payment by NDIA-Managed (e.g. Core Package)

Payment by Plan Manager

Self-Managed NDIS Package

Transport Allowance

Sometimes the NDIA Price Guide or rules may change and that may mean SWCT fares or rules may also change. In this instance, we will advise participants writing 2 weeks prior to any changes.

Please select the relevant NDIS category in-line with the participants support budget for Invoicing purposes for payment of delivered supports:

Please tick the relevant NDIS category below in-line with your support budget for Invoicing purposes for payment of delivered supports:

04_160_0136_6_1	Group and Centre Based Activities Standard	<input type="checkbox"/>
04_104_0125_6_1	Access Community, Social and Rec Activities – Standard	<input type="checkbox"/>
02_050_0108_1_1	Specialised Transport to School/Education/Facility/Employment/Community	<input type="checkbox"/>
02_051_0108_1_1	Transport	<input type="checkbox"/>
09_008_0116_6_3	Innovative Community Participation	<input type="checkbox"/>

## 9. FUNDS ISOLATED

- If participants NDIS funds are NDIA Portal Managed, SWCT will initially isolate \$1000 for transport. This will not be claimed until after the service is provided and will be automatically adjusted based on their average trip costs.
- It is the participants responsibility to monitor their usage and if that usage exceeds the allocated isolated funds. It is their responsibility to pay the excess either from their core package or personally.
- If the participants NDIS funds are Plan Managed and with agreement of the participant/nominee, South West Community Transport (SWCT) request that the Plan Manager quarantine \_\_\_\_\_ (insert \$ amount) per month/year (circle frequency) for services based on the participants nominated budget and service agreement plan dates. Failure by the participants Plan Manager to quarantine funds will result in refusal of service

## 10. NDIS Outstanding Costs and Agreement to Charges

South West Community Transport (SWCT) will invoice as requested by the responsible entity (e.g: nominated Plan Manager, NDIA) to seek payment for the services rendered. In the event invoices are not paid, the invoice will become an “Outstanding Cost” that is unpaid.

Services that may become an “Outstanding Cost” are:

- Any service provided but not covered by the participant’s NDIS plan
- Failure of the participant/nominee to notify SWCT of changes in their NDIS plan resulting in “Outstanding Costs”
- Failure of the participant/nominee to notify SWCT of changes in their Plan Manager resulting in “Outstanding Costs”
- Failure of the participant/nominee to notify SWCT of any other crucial information that is relevant to recovering the unpaid invoice.

- When the nominated Plan Manager elects to decline payment for services provided.
- When the NDIA elects to decline payment for services to be covered under the participant's plan
- When the Participant's NDIS plan funding for transport-related supports is exhausted or a specific transport request is determined not to be a reasonable and necessary, use of NDIS funds by the NDIA;
  - The Provider will promptly notify the Participant/nominee.
  - The Participant/nominee will be responsible for covering the costs of these transport services from their own private funds.

The Participant acknowledges that if NDIS funding for transport is insufficient or not available for a specific purpose, they will be responsible for covering these costs from their own finances.

The Participant and/or their nominee acknowledges and agree that the NDIS or the Plan Manager may not cover all transport-related expenses. In such instances:

- The Participant/nominee is **personally liable** for the full payment of the outstanding costs,
- These charges will be itemised separately on invoices sent directly to the participant.

**Acknowledgement:** By signing this Service Agreement, the Participant/nominee confirms their understanding of an agreement to these terms and the responsibility for any private transport costs as outlined above.

**Participant/Participant Representative Name (PRINT):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

## **11. CABCHARGE COMMUNITY CARDS**

SWCT will request the participants Plan Manager to isolate the agreed monthly allowance to be placed on their Cabcharge Community Card for the period of their NDIS Plan.

Transport services will not commence until SWCT has received confirmation from their Plan Manager that funds have been isolated.

Cabcharge will notify SWCT if any participants using the service are reaching 80% of their agreed monthly limit or have exceeded the limit.

SWCT will immediately notify and discuss this with the participant and/or their Support Coordinator. SWCT will be unable to continue providing transport if we do not receive confirmation that there are sufficient transport funds in place to continue travelling. In the case that there are insufficient funds, services will be restricted until funding is confirmed.

## **12. WHAT IF THE PARTICIPANT DOES NOT WANT TRANSPORT ANYMORE**

Let us know as soon as you can by phone or email, and we will engage in an Exit interview with them prior to ending their Transport Service.

### **13. PAYMENT OF OUTSTANDING TRANSPORT CHARGES AND FEES**

It is the participants responsibility as the participant, to ensure that they have sufficient available NDIS funds to cover their transport needs. Should their NDIS allocated funds be insufficient, then they are personally responsible for paying SWCT all outstanding and future trip charges, including fees.

To avoid potential court proceedings & including court costs, additional costs of added interest, collection fees, and to help to preserve their credit rating, we strongly urge the participant to resolve this matter by making immediate and full payment to SWCT.

SWCT may restrict the participants transport service if there is a risk of outstanding transport charges not being paid or the participant continues to exceed their Cabcharge Community Card agreed monthly limit.

### **14. FEES**

At South West Community Transport (Accessible Transport Australia), we have strived to deliver the best service we can whilst keeping the cost to you the participant as low as possible.

Fees will increase yearly by 5% or by the Consumer Price Increase, whichever is greater. The increase is marginal but necessary.

### **15. OPT OUT CONSENT**

As a registered provider, the NDIS Quality and Safeguarding Framework requires that SWCT undertake on-site auditing against the NDIS Practice Standards in a 3-year cycle. As a NDIS participant they are automatically enrolled into the audit process. This will mean that a member of the auditing team may contact them for an interview and/or have access to their files, records or plans to review and to ensure that SWCT is meeting compliance with the standard.

If they wish to opt out from the NDIS Audit Process, please tick here:

### **16. CONSENT**

I \_\_\_\_\_ of \_\_\_\_\_ give consent to SWCT & or their Debt collection Agencies, to discuss any unpaid invoices for Transport Services provided by SWCT, with a representative, including family members, guardian, NDIS nominee, Plan Managers and or Support Coordinators. For the nominated Plan Manager or Support Coordinator to share NDIS Plan information with SWCT, including NDIS Plan dates, and or any information relating to the dates of transition to another service provider during the current NDIS Plan.

### **17. AGREEMENT**

Service Agreements are renewed in-line with the participant NDIS Plan dates. SWCT will notify the participant, NDIS nominee and or Support Coordinator, 1 month prior to the Plan end date that a renewal of the Service Agreement is required.

It is the responsibility of the participant, NDIS nominee and or Support Coordinator to ensure that service agreement renewal documents are returned to SWCT within the required timeframe. Services may be placed on hold, if the service agreement has not been received within the timeframe provided, and the NDIS Plan has ended. This provides surety that the participant and SWCT have the same expectations of what supports will be delivered and how they will be delivered during the term of the new NDIS Plan.

By signing, the participant confirms that they have read and understood this Agreement to receive services from SWCT.

**Participant/Participant Representative Name (PRINT):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**SWCT/ATA OFFICE USE ONLY**

**Name of Authorised Person from Provider (PRINT):**

**Signature:**

**Date:**

**Review Date:**