
**This Document forms a Service Agreement between -
“You, or your representative (signing on page 7)” and
“Envisioning Life Supports” NDIS Provider Number - 4050111020
This document is formulated in an easy-to-understand language.**

Our commitment to you is to provide a service that supports your choice and control with the aim of achieving your NDIS plan goals and to empower you to choose the care you need to live the life you wish to the fullest.

Our Vision is to develop innovative care models for people with disabilities and the frail aged in both the health care and social sectors.

We strictly adhere to and commit to comply with the applicable NDIS Terms of Business and NDIS Code of Conduct.

1. Responsibilities of Envisioning Life Supports (ELS)

- Review the provision of support at least *yearly* or earlier if the need arises respecting the choice and control of the participant.
- Provide support that meets your needs at your preferred times.
- Ensure employees are competent and have the necessary skills and training to carry out the services.
- Communicate openly and honestly in a timely manner.
- Treat you with courtesy and respect.
- Consult with you on decisions about how your support is to be provided.
- Give you information about complaints handling and disagreement process, and details of the provider’s cancellation policy (if relevant)
- Listen to your feedback and resolve problems quickly.
- Give you a minimum of 2 business days’ notice if we have to change a scheduled support appointment.
- If a quick rescheduling or cancellations of support is required due to some unforeseen emergency with a staff member, we will notify you as early as we can and to the best of our ability attempt to find a suitable replacement to resolve the situation.
- Give you the required notice of at least 14 days as per NDIS Terms of Business, if we need to end the Service Agreement
- Protect your privacy and confidential information.
- Provide support 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 of the support provided to you.
- Issue regular invoices and statements of the support delivered to you upon your request.
- Agree to report any reportable incidents.

2. Your Responsibilities or your representative responsibilities

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- Inform Envisioning Life Supports about how I wish the supports to be delivered to meet my needs.
- Treat Envisioning Life Support staff with courtesy and respect.
- Talk to Envisioning Life Supports if I have any concerns about the support being provided.
- Give Envisioning Life Supports permission to create the Service Booking as per the schedule and I approve it.
- Give Envisioning Life Supports a minimum of 2 business days' notice if I need to cancel a scheduled support; and if the notice is not provided by then, Envisioning Life Supports cancellation policy will apply; adhering to the price guide rules of NDIS.
- Give Envisioning Life Supports a minimum of 30 days' notice if I need to end the Service Agreement for all services except SIL Supports where a minimum 90-day notice period applies.
- Let Envisioning Life Supports know immediately if my NDIS plan is suspended or replaced by a new NDIS plan or if I have stopped being a participant in the NDIS.
- I understand I have an obligation to notify Envisioning Life Supports if I have another service provider providing the same support as ELS.

3. Duty of Care – Person with a disability living alone

- In the event that the participant has limited or no regular, face-to-face contact with relatives, friends, or other people with whom the participant is well-acquainted, and if ELS is the only service provider for their support, then ELS management will make welfare phone calls to that client's nominated phone number at least weekly and conduct a face to face visit each month. An attendance calendar will be completed by the visiting supervisor and signed by the participants each visit.
- Staff members supporting the participant will be inducted on the isolation of the participant and the staff would be expected to inform their Supervisor/ ELS management of any adverse findings with the participant and/or their home environment as soon as they have observed.

4. Emergency and Disaster Management

The area you live in may be prone to a natural disaster/emergency, pandemic, or other complex emergencies. ELS management is committed to perceiving, mitigating, and preparing for such emergencies, however under certain circumstances and depending on the type of support you may be receiving from ELS, some emergencies may cause service interruptions or unplanned delays due to unforeseeable circumstances that may occur.

If such an emergency occurs, and until the seriousness of the emergency/disaster subsides, which may lead us to have to discontinue the service or support for a limited time, ELS office will work towards resuming the support as early as possible or the participant can source another provider in that instance if the support need is urgent; upon which ELS management is committed to assist the participant with the transfer to another provider.

5. Payments

1a. Establishment Fees:

Where there is provision within the NDIS Plan, Establishment fees for personal care/community access will apply to all participants who receive at least 20 hours of personal care/community access support per month, for three consecutive months. See the schedule for more details.

1b. Additional Expenses:

Additional Expenses are not included in the cost of support and are the responsibility of the participant/participant’s representative. Examples include costs relating to events entrance fees, event tickets, refreshments, parking fees, other meals, etc. while on activities.

The participant will also be responsible for expenses incurred by the support staff specifically related to the provision of their support service. These costs are to be paid by the participant at the time of service.

1c. Provider Travel / Transport Payments:

Provider travel and participant transport are separate supports and specific rules, payments and arrangements apply for both. (See attachment C below with the agreement for more details)

Provider will claim travel time to reach the participant support delivery address, at an hourly rate of the support – given that the maximum amount of travel time claimed for the time spent traveling to each participant (for each eligible worker) is 30 minutes back and forth in MMM1-3 areas and 60 minutes in MMM4-5 areas. – applicable If a support staff is to provide you the support and is travelling to and/or from another participant's support place, however the cost will be shared amongst the participants. The travel charge does not include - road tolls or parking fees.

1d. Support Payments:

Envisioning Life Supports will seek payment for the provision of support from one of the below payment options -

NDIS Managed – Participant has nominated NDIS to manage the funding for support provided under this agreement. After providing those supports, the provider will claim payment for those supports in arrears from the NDIA provider portal directly.

OR

Plan Managed – Participant’s authorized party (Plan Manager) will manage the funding for support provided under this agreement. After providing the agreed support, the provider will send the plan manager/nominee an invoice for those supports for the plan manager/nominee to pay. The participant’s nominee/plan manager will **pay the invoice within 7 days of receipt.**

Plan Manager Name -	
Invoices to be sent to -	

OR

Self-Managed – The participant has chosen to self-manage the funds. Before providing support, the provider will send the participant an invoice for the support in advance. Where the support is ongoing and repetitive, the participant agrees to make the advance payment on a set day prior to each support instance. The ELS Office person will confirm the receipt of the funds paid and then arrange the roster for supports relating to the funds paid.

Representative Name -	
Invoices to be sent to -	

ELS will review its service fees annually in July after the release of the NDIS Pricing Arrangement document and in accordance with any other indexation of prices published by NDIA between June to July each year. You can find the maximum prices set by NDIS by going to www.ndis.gov.au/providers/pricing-and-payment

- If there are any outstanding Invoices that are not paid by the time specified above, we will send one reminder at each week interval after the payment is due and may plan to suspend the delivery of services if the participant/representative further fails to pay the amount outstanding for the service delivered.
- If the payment matter is not resolved by one-month, Envisioning Life Supports reserves the right to commence proceedings according to our policy to recover the debt, and the letter may be tendered in court as evidence of your failure to pay.

6. Goods and services tax (GST)

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

- A supply of support under this Service Agreement is a supply of one or more of the reasonable and necessary support specified in your NDIS plan currently in effect under section 37 of the NDIS Act.
- The prices are GST Free for the supply meeting requirements of Section 38-38, for supply of the kind of service described in Schedule 1 of the GST Act 1999.

7. Changes to this Service Agreement

Any changes to this Service Agreement will be in writing, two weeks' notice will be provided to you, signed, and dated by both Parties. We will change the terms within this agreement -

- If the NDIS price guide rules changes
- If your NDIS Plan is replaced by a new plan or you stop being a participant in the NDIS, you need to let Envisioning Life Supports know immediately.

8. Immediate termination of Agreement

- Nothing in this Agreement shall affect ELS's right to terminate the agreement if a participant or nominee fails to abide by the responsibilities listed under this agreement or uses any conduct that is considered inconsistent with ELS's Values, principles, and key policies. This also includes any act performed by a participant or nominee that directly or indirectly breaches the governing

laws of the land.

- ELS as a service provider, will always act in the best interests of our clients, Els has an obligation to follow Australian law regarding i.e. duty of care, NDIS code of conduct principles and abide by all other applicable Australian and NDIS laws relating to the service offered under the scope of this agreement. If a participant displays a behavior that repeatedly puts ELS staff or management at either physical, emotional, or financial harm/risk, we reserve the right to cancel our support services to the participant, to take effect immediately. This notification will be provided via email.
- Support Coordination participants – If the participant/carer or nominee is not reachable or non-contactable after 3 attempts within one-month (30 days) ELS reserves the right to put services on hold. Notice will be provided via email.

9. Ending this Service Agreement

- Should either Party wishes to end this Service Agreement we must give each minimum of 14 days' notice.
- For supported accommodation: ELS will require 90 days' notice if you are vacating/leaving one of the ELS homes. Should you vacate the property early, all applicable charges will still be claimed until the end date of the notice expiry period.

10. Force Majeure / Indemnity

ELS will not be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

The Participant/Participant's Representative agrees to indemnify and keep indemnified the Envisioning life supports, its staff and agents, from and against all actions, costs, claims, charges, loss, damages, expense, penalties, liability, or injury to the Participant, whatsoever which may be brought or made or claimed against the participant, by reason of or arising out of the services supplied to the Participant by us within or outside of the scope of this Agreement other than negligent acts or omissions of Envisioning Life Supports.

11. Cancellation Policy

- For supports worth less than \$1000 and/or less than 8 hours continuous duration, a 100% fee for short notice cancellation will be charged if the participant fails to provide less than 2 business days' notice or is a no-show: in accordance with the NDIS Price guide rules. (See attachment B for more details)
- For supports worth more than \$1000 and/or more than 8 hours continuous duration, a 100% fee for short notice cancellation will be charged if the participant fails to provide less than 5 business days' notice or is a no-show: in accordance with the NDIS Price guide rules. (See attachment B for more details)

- Cancellation notice can be provided to us by either sending an email to admin@elsaustralia.org or calling/sending an SMS to 0449 786 196.

12. Insufficient funding

- If at any stage of the service agreement period, a risk arises, where Participant and/or Plan Nominee will have insufficient funding for the agreed supports, Participant and/or Plan Nominee will retain the power to cancel any agreed support by providing written notice to Envisioning Life Supports - at least 14 days prior to the delivery of the affected support.
- In cases where a participant has not given prior notice to cancel a support and has overspend the NDIS funds, Participant and/or Plan Nominee will be liable to provide full payment for any support provided, by the due date listed on the invoice.

13. Service Disruptions during emergencies

- Our support to you may be impacted or disrupted due to an unforeseen emergency or in the event of a natural disaster, pandemic in the area. We are committed to informing you or communicating with you as quickly as practicable to offer support continuation.

14. Feedback, complaints, and disputes

If you wish to give feedback, you or your representative can speak to the Office on the contact details below:

Phone 1300 323 399
Email admin@elsaustralia.org

If you are not satisfied with the provision of your support and wish to make a complaint, you or your representative can directly speak to our Principal - Shoeb Patel on the below contact details:

Phone 0406 667 442 / 0449 786 196
Email community.liaison@elsaustralia.org

We have processes to ensure we take prompt actions to give you a speedy resolution. We may undergo a thorough investigation if required in the event of a complaint. We will strive to provide you with the best options to ensure a satisfactory resolution.

Further to your dissatisfaction with the outcome by the above means, we will further support you, if you wish to escalate complaints to the **National Disability Insurance Scheme Commission**, can be contacted by calling 1800 035 544 (free call from landlines).

Alternatively, you can complete a [complaint contact form](#) on the NDIS commission's website.

15. Audit consent.

Auditing processes require participants and their representatives to talk about your experience. Auditors may also need to look at your file. Information shared with and obtained by auditors remains bound by confidentiality. You do not need to be part of the audit if you don't want to be.

- Do you consent to be interviewed – NA
- Do you consent for Auditor to check your file? – Yes
- Do you prefer to opt out completely – Yes

16. Privacy and Confidentiality

- Envisioning Life Supports respects an individual's right to privacy and adheres to the *Privacy Amendment (Private Sector) Act 2000*.
- Personal information is collected, stored, and used by ELS to identify support needs and training needs, meet legal or funding body requirements, and fulfill the duty of care obligations or for planning purposes.
- Any information collected will be kept confidential and will be disclosed to any other parties only after we have received your consent unless we are legally obligated to disclose your information by an order of law.
- The supply of personal information by you is voluntary, however, if you cannot provide, or do not wish to provide the information sought, we may be unable to process your support request due to the unavailability of adequate and required information for us to sufficiently process your request.
- You may make an application for access or amendments to your personal information held by us under the Privacy and personal information protection act 1998 (PIIP Act).
- Graphical Information such as photos and positive feedback provided to Envisioning Life Supports may be made publicly available, in our promotional material and on our websites. Please notify us if you object to the disclosure of such information.

17. Conflict of Interest

- If applicable, all members of Envisioning Life Supports consider a conflict of interest or potential conflict of interest regarding your choice of services. We will advise you accordingly.
- The Authorised Person from Envisioning Life Supports will disclose a possible conflict of interest to you, and the participant willing to participate will be encouraged to make a decision. Their decision will be documented in their records.

18. Schedule of supports (Attachment A – Forms the part of this agreement)

- Envisioning Life Supports agrees to provide you with support as outlined in the table below
- The supports and their prices are set out in the attached Schedule of Supports.
- All prices of the support are in accordance with the above GST clause and include the cost of providing the support.
- If applicable to you, additional entertainment expenses (i.e., things that are not included in your NDIS support) are your responsibility and or your representative and are not included in the cost of the support.
- If your support needs increase, you need to speak to NDIA first and where there is no funding for that support – you or your representative are responsible for the payment of the support delivered.

19. Agreement Signatures

- A schedule of support (Attachment A) detailing support volume & scope will form part of this agreement and will be attached at the end.

SUPPORT SCHEDULE – To be
referred for service rates

ATTACHMENT B - ANNEXURES

Cancellation policy

Envisioning Life Supports has an obligation to provide adequate notice of shift changes to employees. Without sufficient notice employee wages are payable.

- A Participant with a confirmed service booking must provide at least 2 clear business days' notice of change to the scheduled shifts / appointments.
Where the participant does not provide 2 clear business days' notice to cancel or reschedule a shift, Envisioning Life Supports reserves the right to charge a fee up to the full cost of the scheduled support that was not delivered.
- Where a shift is cancelled with less than 48-hour notice, due to unforeseen circumstances (for sickness or an emergency related reason) the person with a service booking may request a full or partial exemption from a fee charged for that schedule service. Each request will be considered on its own merits.
- If a participant fails without notice to keep the scheduled arrangement for support on more than 3 successive occasions, Envisioning Life Supports reserves the rights to consider giving notice to cancel the contract. (Refer to clause 9 on page 4)
- In accordance with NDIS policy, Envisioning Life Supports may notify the NDIA if the participant is at risk of not receiving their budgeted supports as a plan review may be indicated.
- No Fees is payable by NDIS or the participant for cancellation of service by Envisioning Life Supports or for any failure to delivery agreed supports.
- No Fee will be claimed for a support cancelled after the death of a participant.

ATTACHMENT C

Activity Based Transport - Social, Economic and Community Participation Supports

Providers of supports in the Assistance with Social, Economic and Community Participation Support Category ("community participation supports") can, at the request of a participant, transport a participant to, or from, or as part of, a community participation support. In these cases, the provider is entitled, with the agreement of the participant, to bill the participant's plan for the time that support workers spend providing the transport support (as part of the community participation support). They are also entitled to bill for any non-labour costs associated with transporting the participant (again, as part of the community participation support).

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 apportioned amongst participants. This claim should be made using the relevant community participation support item and against the participant's core budget.

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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 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. The NDIA considers that the following would be reasonable contributions:

- up to \$1.00 a kilometre for a vehicle that **is not** modified for accessibility.
- up to \$2.40 a kilometre for a vehicle that is modified for accessibility or a bus.
- other forms of transport or associated costs up to the full amount, such as road tolls, parking, public transport fares.

Provider Travel

Providers can only claim from a participant's plan for travel costs in respect of the delivery of a support item if all the following conditions are met:

- this *Price Guide* indicates that providers can claim for Provider Travel in respect of that support item; and
- the proposed charges for the activities comply with this *Price Guide*; and
- the activities are part of delivering a specific disability support item to that participant; and
- the support is delivered directly (face-to-face) to the participant; and
- the provider explains the activities to the participant, including why they represent the best use of the participant's funds (that is, the provider explains the value of these activities to the participant); and
- the provider has the agreement of the participant in advance (that is, the Service Agreement between the participant and provider should specify the travel costs that can be claimed); and
- the provider is required to pay the worker delivering the support for the time they spent travelling as a result of the agreement under which the worker is employed; or the provider is a sole trader and is travelling from their usual place of work to or from the participant, or between participants.

Provider Travel - Labour Costs (Time)

Where a provider claims for travel time in respect of a support then the maximum amount of travel time that they can claim for the time spent travelling to each participant (for each eligible worker) is 30 minutes in MMM1-3 areas and 60 minutes in MMM4-5 areas. (Note the relevant MMM classification is the classification of the area where the participant is when the support is delivered.)

In addition to the above travel, core and capacity-building providers who are permitted to claim for provider travel in respect of a support item can also claim for the time spent travelling from the last participant to their usual place of work. The maximum amount of travel time that they can claim for the time spent on return travel (for each eligible worker) is 30 minutes in MMM1-3 areas and 60 minutes in MMM4-5 areas. (Note the relevant MMM classification is the classification of the area where the participant is when the support is delivered.)

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Where a worker is travelling to provide services to more than one participant in a 'region' then the provider should apportion that travel time (including the return journey where applicable) between the participants, with the agreement of each participant in advance.

Claims for travel in respect of a support must be made separately to the claim for the primary support (the support for which the travel is necessary) using the same line item as the primary support and the "Provider Travel" option in the myplace portal. When claiming for travel in respect of a support, a provider should use the same hourly rate as they have agreed with the participant for the primary support (or a lower hourly rate for the travel if that is what they have agreed with the participant) in calculating the claimable travel cost.

Provider Travel - Non-Labour Costs

If a provider incurs costs, in addition to the cost of a worker's time, when travelling to deliver Face-to-Face supports to a participant (such as 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. The NDIA considers that the following would be reasonable contributions:

- up to \$1.00 a kilometre for a vehicle that **is not** modified for accessibility; and
- other forms of transport or associated costs up to the full amount, such as road tolls, parking, public transport fares.

Claims can only be made for the non-labour costs associated with provider travel in respect of a support where the rules governing provider travel allow a claim for provider travel time to be made.

Claims for the non-labour costs of provider travel in respect of a support must be made separately to the claim for the primary support (the support for which the travel is necessary) and for the travel time associated with the provider travel. The non-labour costs should be claimed against the relevant "Provider Travel - non-labour costs" support item as indicated in this *Price Guide*.

Pricing

ELS will review fees annually in July after release of the NDIS price guide and also in accordance with any other indexation of prices published by NDIA between June to July each year. You can find the maximum prices set by NDIS by going to www.ndis.gov.au/providers/pricing-and-payment

The fee for ELS services cannot exceed the NDIS maximum price limits and changes must abide by all NDIS pricing arrangements for the agreed support, such as charges for travel and cancellations.