

## **Service Agreement**

# **Participant Name**



### **Service Agreement**

# **SAVVY Support Services Agreement**

#### 1. This agreement is between

|                          |                        | and     | SAVVY Services Pty Ltd<br>Suite 7, 135-143 Princes<br>Fairy Meadow 2519 NSV<br>ABN: 49 613 310 099 | V             |
|--------------------------|------------------------|---------|--|---------------|
| Referred to as "the clie | ent" and / or "you"    |         | Referred to as "SAVVY"   | and / or "we" |
| 2. Nominees or ke        | y supported deci       | sion m  | aker(s) if applicable  |               |
|                          | parent, guardian o     | r advoc | upports you in your decisio<br>cate, Plan Nominee / Mana<br>eir details here:                      |               |
| Parent, guardian or advo | cate parties to the ag | reement |  |               |
| Name/s:                  |                        |         |  |               |
| Relationship/s to you:   |                        |         |  |               |
| Phone Number/s:          |                        |         |  |               |
| Email/s:                 |                        |         |  |               |
|                          |                        |         |  |               |
| Plan nominee or manage   | r parties to the agree | ment:   |  |               |
| Name/s:                  |                        |         |  |               |
| Organisation (if applica | able):                 |         |  |               |
| Relationship/s to you:   |                        |         |  |               |
| Phone Number/s:          |                        |         |  |               |
| Email/s:                 |                        |         |  |               |
|                          |                        |         |  |               |



#### 3. The purpose of your SAVVY service agreement is too

- a) Outline the services ('Schedule of Supports') that we (SAVVY) will provide to you (the client) as part of your National Disability Insurance Scheme (NDIS) Plan.
- b) Outline the terms and conditions that apply to the services we (SAVVY) will provide to you (the client) as documented in your 'Schedule of Supports' (See attachments)
- c) Clarify what has been negotiated with you (the client) and all parties signatory to the Service Agreement.
- d) Clarify that this agreement may be reviewed at any time by any of the parties with responsibilities indicated on this Agreement or those with decision-making capacities related to the Participant (e.g. parent, guardian etc).
- e) Is effective from the commencement date as outlined in section 3 below and remains in place whilst you (the client) is in receipt of NDIS services from SAVVY.
- f) SAVVY's standard Service Agreement (this document) is published on SAVVY's website (www.savvyco.com.au). This standard Service Agreement may be updated from time to time. However, you will not be required to sign a new Service Agreement each time a change is made to the standard Service Agreement. For any material change, you will be notified in writing.

#### 4. Commencement date of agreement

This agreement commences from: insert date

#### 5. NDIS registration numbers

| Participant: |             |
|--------------|-------------|
| SAVVY:       | To be added |

#### 6. Your details

| Address: |  |
|----------|--|
| Home:    |  |
| Mobile:  |  |
| Email:   |  |

#### 7. Changing or terminating this agreement



Either party may terminate this agreement either in whole or in part. Notice may be received either verbally or in writing. Exiting of services/programs either in whole or in part by the participant may result in cancellation and/or exit fees.

SAVVY's Cancellation and Exit Notice Period Table (section 20 of this Agreement) outlines the notice periods for the cancelling, rescheduling or exiting of supports that is required to avoid incurring charges.

If either party breaches this Agreement, the requirement of notice may be waived by the other party.

No financial penalty will be incurred as a result of any breach of this agreement as a consequence of termination.

#### 8. Supports

SAVVY will provide services up to the maximum set out in the Schedule of Supports as outlined. Any additional services provided will be with the written consent of you (the client) or the nominated key supported decision maker.

Additional supports that require a quote, will be provided on a new Schedule of Supports. Once accepted and signed by you or your representative, the additional schedule of supports will form part of this agreement.

SAVVY has policies in place and has planned to prepare, prevent, manage and respond to emergency and disaster situations whilst mitigating risks to and ensuring continuity of supports that are critical to the health, safety and wellbeing of NDIS participants.

#### 9. Fees for Supports

SAVVY will charge for the services as set out in the Schedule(s), based on the NDIS Price Guide rate applicable to the date on which the service is provided.

Travel provisions to provide personal care, community access, capacity building or therapeutic supports will be claimed as set out in the relevant NDIS Price Guide. Core transport charges that are not included as part of the Client's NDIS Plan will be payable by and invoiced directly to you (the client). These charges will be set out in the Schedule.

SAVVY recognises the option to implement Non Face-to-Face supports where applicable in the NDIS price guide to provide support in identifying, planning and reporting on participant outcomes for the participant as part of their review process.

All price are GST inclusive (if applicable).

Additional charges that are not included as part of the Client's NDIS Plan such as program and activity fees (including flights and bus hire) will be payable by and invoiced directly to you (the client). These charges will be communicated to you (the client) by the relevant Service/Program Manager and will not appear on the Schedule.



#### 10. Personal Expenses

SAVVY will have no involvement in the personal expenses or costs of clients that are incurred for elected activities (for example but not limited to - meals, movie tickets, entrance fees). These are the responsibility of the client to purchase at their discretion.

#### 11. Nominated Contacts from SAVVY

#### Your SAVVY contact for matters relating to this Agreement is:

| Name:  | Oscar Forman                |
|--------|-----------------------------|
| Phone: | 1300 942 895                |
| Email: | oscar.forman@savvyco.com.au |

#### Your SAVVY contact for matters relating to day to day support arrangements is:

| Name:  | Suzanne Bowling                |
|--------|--------------------------------|
| Phone: | 1300 942 895                   |
| Email: | suzanne.bowling@savvyco.com.au |

#### Your SAVVY contact for matters relating to billing or invoices is:

| Name:  | SAVVY Accounts           |
|--------|--------------------------|
| Phone: | 1300 942 895             |
| Email: | accounts@ savvyco.com.au |

#### 12. Your Rights and Responsibilities

The following document/s are available to you and outline your rights:

- Legal and Human Rights charter
- SAVVY Privacy Statement
- Feedback and complaints Form with information on how to make a complaint
- Advocacy Fact Sheet
- Interpretation and Translation Services Information (if relevant)



#### 13. SAVVY's Responsibilities:

In addition to SAVVY's 10 Human Rights commitments, SAVVY undertakes to:

- Operate with a person-centred philosophy that puts your goals, aspirations and needs at the forefront.
- Provide services in accordance with this Service Agreement and Service Schedule(s) in a way that is flexible, maximises your choice and control and enhances your quality of life.
- Collaborate with you and your support network, as identified in Section 1 of this Agreement, on decisions about how, where and when your supports are provided
- Communicate openly and honestly about issues to do with the services provided.
- Ensure appropriate worker clearances are in place in line with NDIS requirements.
- Train and supervise direct care staff to provide a high standard of service.
- Keep your information confidential.
- Address complaints and resolve problems in a timely and professional manner in accordance with the SAVVY Feedback and Complaints policy.
- Respond in a timely and professional manner to any inquiries regarding quote or invoice details.
- Provide supports in a manner consistent with all relevant legislation, including the National Disability Insurance Scheme Act 2013, and keep accurate records on the supports provided.

#### 14. Feedback, Complaints and Disputes

SAVVY takes feedback seriously and will work to promptly address with you any concerns you may have regarding your service and/or non- adherence to the terms of this Agreement.

We appreciate all forms of feedback including complaints, suggestions, compliments and concerns. The feedback you and your support network provide help SAVVY to continuously improve the quality of service we provide not just to you, but for all of our clients.

To give feedback or a complaint to SAVVY:

- 1) Speak directly to any SAVVY team member you interact with. They will let our Care Coordinators know your thoughts, and make sure we respond to your feedback.
- 2) Call SAVVY on 1300 942 895 or email our customer service team at info@savvyco.com.au
- 3) Visit www.savvyco.com.au/feedback to complete or online feedback form.

#### NDIS Quality & Safeguards Commission:

If you feel comfortable, you are encouraged to raise your concern or complaint with SAVVY first, as this is often the best way to have your issue resolved quickly. All registered NDIS providers must have a complaints management and resolution system in place.



A complaint can be made to the NDIS Commission by:

- Phoning: 1800 035 544 (free call from landlines) or TTY 133 677.
   Interpreters can be arranged.
- Contacting the National Relay Service and ask for 1800 035 544.
- Completing a complaint contact form on the NDIS Commissions website www.ndiscommission.gov.au

#### 15. New NDIS Plans - Continuity of Supports

Due to Participants' new NDIS Plans not being available until the new plan start date and our requirements to prepare a new Schedule of Supports purchased under each new plan, SAVVY will continue to provide and claim/invoice for essential core supports based on your previous Schedule whilst the new Schedule is being prepared.

SAVVY hereby notifies you that we will either;

- a) If NDIA Managed; Create an interim service booking for your core supports and claim to the NDIS Portal; or
- b) If Plan Managed Externally; Invoice your Plan Manager; or
- c) If Self-Managed Invoice you directly.

#### 16. Plan Gaps and Plan Extensions

Where the NDIA;

- a) Extend your plan beyond your agreement (dates on the Schedule) with SAVVY or
- b) Where there is a 'gap' between your plans

SAVVY hereby notifies you that we will either;

- a) Claim to the NDIS portal where sufficient funds are available; or
- b) Invoice the NDIA directly.



#### 17. Payments

The rate charged for supports will be based on the NDIS Price Guide applicable to the date on which the service is provided

SAVVY will seek payment for the provision of supports to the client outlined in the Service Schedule(s) through one or more of the following methods;

| Plan<br>management | Invoicing  | Payment   | Non-payment   |
|--------------------|--|---|---|
| Self-managed       | After providing the supports outlined in this agreement SAVVY will send you an invoice for those supports for you to pay.                              | You will pay in accordance with the terms of the invoice. SAVVY will provide you with an outline of agreed services and expected costs over the life of the plan.                                 | In circumstances that services provided are not paid as per terms of invoice, SAVVY will notify the NDIS of the situation.  |
| Nominee<br>managed | After providing the supports outlined in this agreement, SAVVY will send your nominee an invoice for those supports for your nominee to pay.           | Your nominee manages the funding for supports provided under this Service Agreement. Your nominee will pay in accordance with the terms of the invoice.   | In the circumstance that agreed funds are not available in your NDIS funding SAVVY will invoice you directly for costs incurred and will notify the NDIS of the situation should agree costs for services provided not be remunerated.  |
| Plan Managed       | After providing the supports outlined in this agreement, SAVVY will send your Plan Manager an invoice for those supports for your Plan Manager to pay. | Your Plan Manager will pay in accordance with the terms of the invoice. SAVVY will provide your Plan Manager with an outline of agreed services and the expected costs over the life of the plan. | In the circumstance that agreed funds are not available in your NDIS funding SAVVY will: Firstly, work with your Plan Manager to re-coup any outstanding funds, this may include re-invoicing the Plan Manager under a different but suitable support category without necessarily issuing a new schedule of supports; As a final measure, SAVVY will invoice you directly for costs incurred and will notify the NDIS of the situation should agreed costs for services provided not be remunerated. |
| NDIA<br>managed    | After providing the supports outlined in this agreement, SAVVY will claim payment for those supports directly from the NDIA.                           | The NDIA will directly make payment for the services delivered.   |   |



By signing this service agreement, you also consent to SAVVY (including its representatives) and your current, or past, plan manager(s) sharing information related to your supports, funding and accounts.

#### **18. Transport - Contribution Costs**

The NDIS allows Participants to purchase transport using their NDIS Core Support funding only if they are funded for transport in their plan under Category 2.

Purchases from SAVVY for Transport using Core Support Funding, will be outlined in the Schedule under the agreed funding type. Only those with Transport as NDIA managed will be claimed via the portal.

Plan or self-managed will be invoiced directly to the financial intermediary or client as per organisational terms and conditions.

Clients not allocated Transport in Category 2 will be invoiced directly for agreed transport contribution costs. SAVVY will claim and/or invoice for payment of these transport purchases using the SAVVY Transport & Program Fee pricing schedule.

The NDIS allows participants to purchase transport needs in excess of their Category 2 Transport using their NDIS Core Support Funding (Category 1 or Category 4) in their plan if under the same funding management.

Your Service Schedule will indicate which services may include transport as part of the cost.

#### 19. Cancellations / Rescheduling / Exiting

No notice or notice outside of the timeframes will incur cancellation fees applicable to the equivalent cost of the support as prescribed by the National Disability Insurance Agency, set out in the relevant NDIS Price Guide. Cancellation periods for SAVVY services will align with the terms available in the relevant NDIS Price Guide and subject to change based on the most current price guide.

Your Service Schedule will indicate if cancellation fees are applicable.



#### 20. Assistance to be provided during an emergency or natural disaster

In the event of an emergency or disaster, you should always follow the advice of New South Wales Police and the State Emergency Service (SES). In accordance with the NDIS Standards, SAVVY has an obligation to assist our NDIS clients to plan and prepare for an emergency or natural disaster.

At the point of intake to the service SAVVY will perform an Emergency and Natural Disaster Assessment (ENDA). This document codifies whether (i) the supports that SAVVY is providing are deemed to be essential services, (ii) the measures SAVVY will put in place to enable continuity of supports in the event of an emergency or natural disaster, and (iii) how SAVVY will assist the participant to respond to an emergency or natural disaster.

SAVVY has produced an Emergency & Disaster Management Plan. This document can be accessed by visiting <a href="www.savvyco.com.au/governance">www.savvyco.com.au/governance</a>. SAVVY also has several policies addressing emergency and disaster management (ORG2.8 and CS5.4). These policies can be accessed by visiting <a href="www.savvyco.com.au/policies">www.savvyco.com.au/policies</a>.



### **Acceptance of Service Agreement**

| On behalf of SAVVY:    | Name of Client or Client's Representative      |
|------------------------|--|
| Oscar Forman           |  |
| Signature  To be added | Signature of Client or Client's Representative |
| Date                   | Date   |

X A copy of this Agreement has been provided to the client and/or client's representative

<sup>\*</sup>SAVVY will accept this document as signed, through an email acceptance from you (the client) and/or your representative.



# SAVVY Consent to Store and Share Information

By filling in this form, I authorise SAVVY to access and exchange (share) necessary information for the purpose of:

- 1. Contacting previous or current Service Providers, Support Coordinators, Plan Managers, Case Managers or Care Workers.
- 2. Clarification of Reports.
- 3. Liaison with the Department of Social Services, National Disability Insurance Agency and other service providers for reasons directly related to the provision of appropriate support. This may require SAVVY, Department of Social Services of National Disability Insurance Agency to pass some or all of your personal information to a relevant Organisation or Government Department.
- 4. Liaison with authorised staff, family members, carers, guardians, advocates or others who are supporting your plan processes.
- 5. Accessing personal records for the purposes of Departmental / Internal Auditing and reporting processes.

## **SAVVY Media Consent**

| recordings of me for release SAVVY from     | Y using and publishing photographic images and autinformational and promotional purposes without remune in any infringement of any personal or property rights arothird parties. | ration and |  |  |
|---|--|------------|--|--|
| Participant Signature                       |  |            |  |  |
| Participant Name:                           |  |            |  |  |
| Signature                                   |  |            |  |  |
| Parent, guardian or advocate (if required): |  |            |  |  |
| Name/s:                                     |  |            |  |  |
| Relationship/s to yo                        | ou:  |            |  |  |
| Signature:                                  |  |            |  |  |