

Terms and Conditions

Clients' Rights

Sapphire Support is committed to the National Standards for Disability Services

Sapphire Support upholds individuals' rights to freedom of expression, self-determination and decision-making and actively works to prevent abuse, harm, neglect and violence.

Sapphire Support works with individuals and families, friends and carers to promote opportunities for meaningful participation and active inclusion in Society.

Sapphire Support's services and supports are assessed, planned, delivered and reviewed to build on individual strengths and enable individuals to reach their goals.

Sapphire Support upholds the right of people with disability to exercise choice and control in an environment that is supportive, engaging, respectful and positive.

Sapphire Support upholds Clients' right to give, or not give, their consent for sharing information. (Attachment 1).

Terms and Conditions applicable to the Service Agreement

1. This Service Agreement aims to:

1. a) support the independence and social and economic participation of people with disability, and
2. b) enable people with disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

2. Schedule of Services and Supports

Sapphire Support agrees to provide the client with the services as set out in the attached Schedule of Supports. Please ensure you have appropriate funding to receive these services. Sapphire Support reserves the right to amend the rates in line with NDIS price guide changes. All prices are GST inclusive (if applicable) and include the cost of providing the services.

Additional expenses (things that are not funded in your NDIS plan) are your responsibility or the responsibility of your Representative and are not included in the cost of the Services and Supports. Examples of non-NDIS funded expenses include but are not limited to – transport, meals, tickets, fares, fees etc. Any additional NDIS-like services you wish Sapphire Support to provide that are not funded in your NDIS plan will be your responsibility to pay.

Services may vary depending on a change in environment or Client support requirements. Sapphire Support will always seek to provide services using a staffing ratio specific to the Client's needs. Where this is not possible, you will be charged at the staffing ratio applicable to the service that has been provided. Sapphire Support will notify you where possible in advance, if the Client's specific staffing ratio cannot be provided.

3. Responsibilities of the Client / Client's Representative

When you sign this Service Agreement, it means that you agree to:

- a) fully inform Sapphire Support about how you wish the Services and Supports to be delivered to meet your needs;
- b) provide Sapphire Support with accurate information about your health and support needs, including a copy of your NDIS plan, so we can understand your goals and support needs and make plans to provide those supports;
- c) complete all relevant consent forms to ensure Sapphire Support can provide the best service to you;
- d) be polite and respectful to Sapphire Support staff, and understand that behaviour such as harassment, violence, abuse, aggression, theft or property damage is a breach of Sapphire Support's values and will be managed appropriately;
- e) keep your scheduled appointments with us or give us at least 48 hours' notice if you can't keep them or need to change arrangements. If notice is not given, our cancellation policy applies;
- f) talk to us if you are unhappy with any part of our support services, or our support staff, as soon as you can;
- g) tell us if you change your contact details, like your phone number or address, as soon as possible;
- h) let Sapphire Support know immediately if your NDIS plan changes or if you stop using the NDIS;
- i) let Sapphire Support know immediately if you have used all your funding;
- j) be responsible for payment of any services that you agreed with Sapphire Support to be delivered, that cannot be claimed from your NDIS plan (or other funding arrangement).
- k) pay Sapphire Support invoices within 14 days if you are self-managing funding for supports or request your Plan Nominee to do so, and
- l) give us at least 28 days' notice (or at least 60 days' notice for supported independent living clients) if you no longer want Sapphire Support to provide you with support or if you wish to change or end our Service Agreement.

4. Responsibilities of Sapphire Support

Sapphire Support agrees to:

- a) review the Services provided to you at least annually and in accordance with the terms of this Service Agreement (or as and when requested by you or your representative);
- b) provide supports within the agreed scope as documented in the **"Schedule of Services and Supports"**;
- c) communicate openly and honestly in a timely manner;
- d) treat you with courtesy and respect;
- e) consult with you on decisions about how services and supports are provided;
- f) give you and/or your representative information about managing any complaints or disagreements;
- g) listen to your feedback and resolve problems as quickly as possible;
- h) give you 14 days' notice if Sapphire Support needs to end this Service Agreement. Where we identify there is a serious risk to our business or our employees, contract staff, volunteers and others, we may exercise our right to withdraw services and supports without notice;
- i) protect your privacy and confidential information as per the Australian Privacy Principles and the SA Government Information Sharing Guidelines for Promoting Safety and Wellbeing;
- j) 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;
- k) keep records on the Services we provide to you;
- l) issue invoices and statements to you or your Representative (where applicable) of the Services delivered; and

- m) Provide you with an information pack containing relevant Sapphire Support Policies and Procedures (on your request.)

5. Your Privacy

As our Client, Sapphire Support will ask you to provide us with personal information to ensure that we can safely provide you with appropriate and effective services and supports. Sapphire Support will endeavour to protect your privacy and safeguard your personal information. Information about you will not be disclosed outside of Sapphire Support (and those working directly with Sapphire Support) without your written permission. We will only disclose your personal information without your consent or permission, where required by law and/or Sapphire Support's duty of care overrides privacy issues and sharing information can reduce a risk. State Government Information Sharing Guidelines will be applied.

Sapphire Support will not use your information for promotion or advertising without specific approval from you or your representative.

Unidentified data may be reported to the Commonwealth and/or State Governments to provide statistical information on usage of Sapphire Support services. Unidentified data is also collected to support Sapphire Support's quality and continuous improvement processes.

6. Other Payments

Sapphire Support may seek payment using a mix of the above payment methods where applicable.

Where funding is not available or becomes unavailable, and those Services and Supports have been provided by Sapphire Support to the Client, the Client/Client's Representative agrees to pay within 21 days of a demand being made to the Client/Client's Representative, the outstanding payment for the unfunded services provided.

7. 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 your NDIS plan currently in effect under section 37 of the NDIS Act;
- Your NDIS plan is expected to remain in effect during the period the supports are provided, and
- You or your representative will immediately notify Sapphire Support if your NDIS plan is replaced by a new plan or you stop being a client in the NDIS.

8. Changes to the Service Agreement

If significant changes to the supports we provide are required, the parties agree to discuss the changes and review the Schedule of Supports and if necessary, amend this Service Agreement. However, if changes are made to the Schedule of Supports that have an impact on the budget or service delivery arrangements, a change to this Service Agreement may be required. The Service Agreement is subject to review and adjustment as appropriate at the discretion of Sapphire Support.

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

9. Adjustment to Price of Services

The price of the Services and Supports to the Client as provided under this Service Agreement are subject to review and adjustment as appropriate at the discretion of Sapphire Support.

10. Additional Health Supports

If a client becomes unwell or in any case requires additional health services or supports whilst in the care of Sapphire Support, Sapphire Support or its representative, in the best interests of its client, will seek additional medical support for the client. Costs incurred for Medical Support (e.g. Ambulance Costs) will be payable by the client /client's representative.

11. Ending the Service Agreement

Should either party wish to end this Service Agreement they must do so in writing and give the other party 14 days' notice or if the service being provided is Supported Independent Living (SIL) at least 60 days' notice.

The Service Agreement may be terminated as a result of a failure to pay for services provided or expenses incurred. If you fail to pay Sapphire Support invoices for supports and expenses that you have previously agreed to pay, you will receive a reminder. If payment is not made by the due date, we will contact you to discuss the problem and see if we can resolve the matter (for example, by establishing a direct debit payment plan). If invoices remain unpaid or an agreed payment plan is not established, this may result in the Service Agreement being terminated.

If either party seriously breaches this Service Agreement, the requirement of notice will be waived. Non-payment by the Client (or their representative) of invoices according to the agreed terms shall be considered a serious breach.

Any outstanding monies owing to Sapphire Support for the provision of Services and Supports, any additional Services or medical supports at the time of termination of the Service Agreement must still be paid to Sapphire Support as otherwise required under this Service Agreement.

12. Feedback, Complaints and Disputes

Sapphire Support encourages you to give us feedback on any aspect of the support we provide. We would like you to let us know if you are happy with our support or unhappy.

If you wish to **give us feedback** or **make a complaint** please follow the Feedback and Complaints process outlined in the Welcome Pack.

If you are **not satisfied** with our response you can request a meeting to discuss the matter further with the Operations Manager or their delegate. You can make this request by phoning 1300 881 884 or send an e-mail to odette@sapphiresupport.com.au

If you are **still not satisfied** with the outcome of this process, you can contact the National Disability Insurance Agency by phone or visit their website for further information.

- Telephone: 1800 800 110
- Website: www.ndis.gov.au

13. Legislation

Privacy and Consumer Law: This Agreement operates within the parameters of appropriate Queensland and Australian legislation.

14. Cancellations

Sapphire Support's Cancellation Policy complies with all applicable laws (e.g. the Australian Consumer Law) and is consistent with the NDIS Price Guide.

Sapphire Support expects you (or someone on your behalf) to give Sapphire Support reasonable notice that services are no longer required or that you are unable to keep a scheduled appointment.

If written notice is not provided or you fail to attend a scheduled service, this will be classed as a short notice cancellation (or no show) and result in you being charged 90% of the fee associated with the service or activity.

A cancellation is a short notice cancellation (or no show) if the client has given

- less than 2 clear business days' notice for a support that is less than 8 hours continuous duration and worth less than \$1000; and
- less than 5 clear business days' notice for any other support.

Please note, where you attend for only part of the scheduled service, without providing advance notice, payment for the entire scheduled service will be charged. This fee will not exceed the price of the service we have specified in our Schedule of Supports or the cancellation timeframes as above.

In circumstances where you do not attend a scheduled service or provide advance notice to Sapphire Support to cancel the appointment (referred to as "no show"), Sapphire Support will make every effort to contact you to determine if there is a problem and see if we can assist.

If Sapphire Support has to cancel a service, 48-hour advance notice will be provided where possible and the service will be rescheduled. Sapphire Support acknowledges that there can be circumstances that are beyond Sapphire Support's or your control which mean 48 hours' notice cannot be provided.

15. Use of Agency

Where required, Sapphire Support may use an agency provider to provide scheduled supports under this service agreement.

16. Service Agreement Renewal

This Service Agreement will automatically renew at the end of the agreed period unless either party gives 14 days' notice or 60 days for Supported Independent Living in writing they wish to terminate the Service Agreement for any reason. This Service Agreement if not terminated by either party will roll over until a new Service Agreement is signed.

17. Regional and Remote Price Loading

Services delivered in a remote or very remote area will incur a price premium in line with the NDIS Price Guide. The Modified Monash Model (MMM) is used to determine remote or very remote areas.

18. Establishment fees for personal care/community access

This fee may apply to all new NDIS clients in their first plan who receive at least 20 hours of personal care/community access support per month. The establishment fee covers one-off costs for Sapphire Support to establish the Client's service arrangements and assist in implementing the NDIS plan.

The establishment fee will operate as follows

- Sapphire Support will charge \$500 against a plan if assisting a new Client, who is new to NDIS and new to Sapphire Support.
- Sapphire Support will charge \$250 against a plan when you are an existing client of Sapphire Support but new to the NDIS.
- Should you change from another provider to Sapphire Support in your first plan, Sapphire Support will charge a \$250 establishment fee.

19. Buddy Shifts (Home and Community Support)

Where the client requires shadow shifts to assist with the introduction of new workers, and this is supported by the Client or their family, Sapphire Support may claim for up to 6 hours of week-day support per year.

20. Passive vs Active Overnight Support

Passive Overnight Support: The support worker sleeps at the service in a separate room and is not active throughout the night, if passive support is provided and the support turns active due to a Client need, the active support rate will be charged.

Active Overnight Support: The support worker is available for continuous active support throughout the night, the support worker will not have the option to sleep.

21. Damage to Sapphire Support Property

Wilful damage to property of Sapphire Support, or an affiliate of Sapphire Support in the delivery of service provided by Sapphire Support, will be charged to you directly at the discretion of Sapphire Support.

22. Rounding

Due to NDIS portal limitation any unit calculations will be rounded, if necessary, to 2 decimal places. (I.e. 2.004 will be rounded to 2.00 while 2.005 will be rounded to 2.01)

23. Plan Manager Communication

If you use a Plan manager and make bookings to use Sapphire Support services, Sapphire Support will endeavour to inform your Plan Manager.

24. Provider Travel Fees and Transport Costs

Where Sapphire Support is required to pay workers for the time they spend traveling, Sapphire Support will claim for the travel time of workers in respect of support, at a maximum of 30 minutes travel time in MMM1-3 areas; and 60 minutes in MMM4-5 areas. This will be based on the classification of the area in which you live. When claiming for travel in respect of a support, Sapphire Support will use the same hourly rate as agreed for the support for the basis of calculating the claimable travel cost.

Where community access supports involve a worker accompanying you on a community outing and/or transporting you from your home to the community, the worker's time will be claimed at the hourly rate for the relevant support item for the total time the worker provides support to one or more clients, including time spent accompanying and/or transporting you.

If Sapphire Support incurs costs, in addition to the cost of a worker's time, when accompanying and/or transporting you in the community, then you will be charged directly for these costs as indicated below:

Vehicle costs - when using a vehicle owned by Sapphire Support or by an employee / contractor of Sapphire Support	\$0.78 per Kilometre
Transport related costs - such as cost of ticket for public transport for a support worker.	Charged to you at cost.

25. Temporary Transformation Payment (TTP)

As a registered NDIS provider Sapphire Support is compliant with the NDIS TTP conditions. Our prices are based on the NDIS Temporary Transformation Payment (TTP) rates where applicable.

Schedule of Rates: Transport Services

The Sapphire Support Transport Service provides a vehicle for Client use when being driven by a Sapphire Support Worker. The rates stated covers the vehicle costs only, the recoverable amount for the cost of the Support Worker is charged separately as a separate service.

Please note this fee can either be charged to the Clients plan against their transport funding or directly from the Client. The Client will need to check what transport funding they have and how this has been allocated.

The rate is charged on a per kilometre basis. It is to be invoiced directly to the Client. The fees will be invoiced weekly in arrears and payable within 7 days of date of invoice. If the fee is to be claimed on the NDIS portal this will be claimed after service has been provided.

Dedicated Vehicle at an Accommodation Service

Under the NDIS, Sapphire Support is no longer directly funded for a vehicle to provide a service. Sapphire Support can still provide a dedicated vehicle for a service where it is guaranteed by the Client(s) a minimum of 20,000km per annum will be achieved for the vehicle. The Clients will be charged directly at the applicable rates above.

At Sapphire Support's discretion, Clients may be liable for a termination fee if they are receiving a Sapphire Support dedicated transport service and end the service mid-way through a vehicle lease period. A typical lease period is 3 years. Should the Clients require a dedicated vehicle you will be notified of the lease period.

Damage to Vehicle

Where a Client damages the vehicle directly, they will be invoiced for the full repair costs if it is not claimable on Sapphire Support's Vehicle Insurance. If it is claimable on Sapphire Support's Vehicle Insurance the Client will be liable for the insurance excess and an administrative fee.

Service Inclusions / Exclusions

Item Description	Included in Rate
Vehicle Lease, Maintenance, Tyres	✓
Fuel	✓
Insurance & Claims Excess	✓
Vehicle Wear & Tear	✓
Damage to vehicle directly by Client	✗

Schedule of Rates: Supported Independent Living (SIL)

Supported Independent Living (SIL) refers to supporting Clients to live independently in their own home or a shared home. This differs from Home and Community Support at the discretion of the NDIA, which base the decision on the type and amount of support that is required. Supported Independent Living supports will usually be greater in amount (both units and dollars) than Home and Community Support.

Rates

Supported Independent Living is tailored to and quoted individually for each Client at the request of the NDIA. A weekly rate is calculated.

Transport in a Supported Independent Living Arrangement

All transport (vehicle costs) are excluded from the weekly rate but can be charged separately. (Please see transport service).

Client Monies

Management of Client monies (Client bank account monitoring and reconciliations) is not included within the SIL service. Clients and their advocates are advised to limit the amount of monies left in Clients transactional banking accounts. Surplus amounts should be kept in a separate savings account. Clients and their advocates are encouraged to monitor Client transactional bank accounts on a regular basis, and to use a debit card instead of cash wherever possible. Cash left in the home should be limited as far as possible and stored securely. This will reduce the potential for misunderstandings or fraud.

Sapphire Support workers can collect and send receipts to assist in reconciliations.

No support worker should be given access to a Client's transactional banking account. Sapphire Support staff should not have access to the Client's PIN number or be a joint signatory to a Client's bank account.

Internet Access

Sapphire Support requires internet access in the Client's home in order to provide services. In recognition of this Sapphire Support will, at its discretion, manage the Internet connection and pay for the internet service. The Client will have access to this internet.

Electricity Contribution

Sapphire Support acknowledges some of the Electricity and Gas consumption within the Client's home would be for staff use. Sapphire Support will contribute towards the Electricity and Gas consumption in the home proportionate to the number of Clients living in the home. Sapphire Support is equivalent to one Client for this purpose. For example, if there are three Clients in the home, Sapphire Support will pay one quarter of the Electricity and Gas Bill. The maximum contribution per quarter is \$1,500.

Sapphire Support does not contribute towards any other utilities or rent.

Supported Independent Living versus Community Supports

Supported Independent Living covers supports provided in the home. Community Supports covers supports out of the home and will be charged at the applicable rate separate to Supported Independent Living (Please see Home and Community Support section).

Providing Supports according to the Set Roster

Sapphire Support shall provide supports according to the roster supplied as part of the SIL quoting process. A copy of the roster shall be included in the Client's Service Agreement. If changes to the roster are required, this can occur through negotiation between the Client and Sapphire Support. The service agreement and weekly rate shall be amended as necessary. If the changes increase the cost of service provision the Client will need to obtain increased funding through the NDIS change of circumstances process prior to any change in the roster.

The hours must be used in line with the roster (Weekday/Saturday/Sunday/Public Holiday and Time of Support). Accrued hours end at the expiry of the Service Agreement or when the Service agreement is terminated.

Time of support calculation

Daytime starts at 6:30am and finishes at 7:30pm, Evening is where the support finishes after 7:30pm and before 12 midnight, overnight is where the support finishes after 12 midnight and before 6:30am.

Sick Leave, Annual Leave and Active Overnights

Additional SIL supports may be required due to the Client's Sick Leave or Annual Leave from employment or day service. Any additional supports are specified in the roster.

Provision for Active Overnights will be specified in the roster according to the likelihood of this occurring.

Sapphire Support Board Service versus Pay as You Go

Sapphire Support SIL Clients can decide to use the Sapphire Support Board Service (Please see Specific Rates and Assumptions) or use Pay as You Go.

Definition of Pay as You Go: The Client and/or their advocate chooses to pay for all expenses including meals, utilities and household supplies directly.

Vacancies and Change of Clients within the Home

If a vacancy or change in Clients occurs, there is likely to be an impact on the rostered supports. If the change increases the costs of service delivery, the Client will need to obtain increased funding through the NDIS change of circumstances process.

Assisting with the filling of vacancies or finding a Client a suitable accommodation is not included within the SIL service.

Service Inclusions

Please refer to Appendix A for a detailed list of inclusions. This list is not exhaustive, and there may be other exclusions not listed.

Schedule of Rates: Rooming

Terms

“Rooming” - refers to contribution towards rent, utilities and household supplies.

“Food & Groceries” - refers to contribution towards meals and cleaning products as an optional line item that may be added to the Rooming agreement

Explanation of Fees

Please note this service is not covered by the NDIS Scheme, and the fee is charged directly to the Client. The fee is invoiced monthly in arrears and payable within 7 days of date of invoice. The daily rate includes an administration fee.

Specific Requirements

1. The Client Fees for Rooming can only be used when all Clients within the shared home agree to use the service.
2. The Sapphire Support Rooming service is not available to Clients under the age of 21.
3. Where actual costs exceed the Client Fees for Rooming, Sapphire Support may end this service using the process outlined in the Service Agreement and renegotiate Pay as You Go arrangements with Clients.
4. Where Clients have alternative nutritional requirements (such as meal replacements), an individual rate for Meals may be negotiated.
5. When out of the home for more than 24 hrs (i.e. on holidays) the Away from Home Fee shall be charged to cover ongoing, everyday usage (such as cleaning materials, internet etc.). Food and other consumables must be purchased separately by the Client when out of the home.
6. There must be two or more Sapphire Support Clients within the shared home.
7. The service is only available to Clients using Supported Independent Living Services from Sapphire Support.
8. All assets purchased by Sapphire Support for this service remain the property of Sapphire Support and must be returned should the Client cease to use the Rooming service, i.e. white goods.
9. Should the Client stop the Rooming service mid-way through any active contract (i.e. internet, electricity) they may, at Sapphire Support's discretion, be liable for any fees incurred from terminating the contracts.
10. At Sapphire Support's discretion, any non-accidental damage to Sapphire Support owned items will be replaced or repaired by the responsible Client.

Service Inclusions / Exclusions

Please refer to Appendix A for a detailed list of inclusions. This list is not exhaustive, and there may be other exclusions not listed.

Appendix A: Service Inclusions

Item Description	Included in Setup	Included in SIL	Included in Rooming
Support Provision as per the agreed Roster	x	✓	x
Electricity, Gas (if applicable) & Water connections	✓	x	x
Electricity, Gas (if applicable) & Water usage	x	x	✓
Internet Modem & Connection Costs and internet Provider Fee	✓	x	x
TV in communal area	✓	x	x
Standard Internet fees and NetFlix subscription	x	x	✓
Contents Insurance for Sapphire owned items	x	x	✓
Furniture and soft furnishings in Communal Areas	✓	x	x
Window furnishings	✓	x	x
Washing Machine, Kettle, Fridge/Freezer, Vacuum Cleaner	✓	x	x
Cleaning equipment and cleaning products	✓	x	x
Fire Extinguishers, Fire Blankets and Smoke Alarms	✓	x	x
Fire Extinguishers and Smoke Alarm maintenance	✓	x	✓
Oven, Cooktop, Rangehood and Microwave Oven	✓	x	x
Home or Mobile Phone for Support Worker use	✓	x	x
Air Conditioning Units and Installation	✓	x	x
Air Conditioning Service & Maintenance	✓	x	✓
Lightbulbs	✓	x	✓
Rent	x	x	✓
Client Plan Development (i.e. Manual Handling, Behavioural Management, Restrictive Practice)	x	x	x
Camera Security System	x	x	x
Pura Tap Filters (where installed)	x	x	✓
Transport (Vehicle Costs, Taxis...)	x	x	x
Contents Insurance for Clients' Personal Items	x	x	x
Food (where Client eats orally) & groceries	x	x	Optional
Food (where Client uses gastrostomy for nutrition)	x	x	x
Health support supplies (e.g. syringes for gastrostomy balloon checks)	x	x	x
Continance Aids	x	x	x
Other Continance Supplies (Blue Sheets, Kylie's, Wipes)	x	x	x
Property Damage	x	x	x
Property Maintenance	x	x	✓
Garden Care	x	x	✓
Pest Control	x	x	✓
Emergency Lighting	x	x	x

Maintenance of Emergency Lighting	x	x	x
Manual Handling / Mobility Equipment - Lifters, Shower Chairs, Wheelchairs	x	x	x
Maintenance of Manual Handling / Mobility Equipment - Lifters, Shower Chairs, Wheelchairs	x	x	x
Medications	x	x	x
Holiday Costs	x	x	x
Pet Supplies and Vet costs	x	x	x
Call System (May be covered through other funding options)	x	x	x
Meals Out, Takeaways, Entertainment Fees and Personal Entertainment Items	x	x	x