

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, 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) and that is detailed in a variation to this service agreement.
- 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 14 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. 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.

10. 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.

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.

11. 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

12. Legislation

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

13. 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.

14. Use of Agency

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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)

22. 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.

23. 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 the client in the community, then the client/ client's representative will be charged directly for these costs as indicated below when plan funding is not available:

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.

24. 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

Where Sapphire Support provides transport 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.

Please note this transport fee can either be charged to the Client's plan (against their Core funding) or directly to the Client/ Client's representative. 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 Plan Manager or Client/ Client's representative. The fees will be invoiced weekly in arrears and payable within 7 days of date of invoice.

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	✗