Service Agreement for the provision of NDIS Services

Effective Date:

Note: A Service Agreement is a document for the Participant and Service Provider. It outlines how they will work together to achieve goals in the National Disability Insurance Scheme (NDIS) plan. A participant may choose to have a representative (someone close to them such as a family member or friend, or someone who manages the funding for supports under their NDIS plan) to sign the agreement.

Parties

This **Service Agreement** is for, a participant in the National Disability Insurance Scheme (Participant), and is made between:

Participant / Participant's representative	

and

Provider	**Instacare**

This Service Agreement will commence when all parties have signed this Service Agreement.

This will be in effect for the duration of Your association with Instacare, or until we are notified otherwise in writing by You/Your representative.

To engage the services of Instacare, upon acceptance of this Service Agreement, You/Your representative will provide your NDIS plan details and NDIS Number to Instacare.

Support provided by Instacare:

Instacare agrees to provide the following services and support. We will:

- Make claims on the NDIS portal for supports provided by Your chosen and approved providers.
- Make claims within three business days after receiving a valid invoice from Your provider. You must have an active NDIS Plan that covers the period of the supports.
- Pay Your providers within two business days after the claim is successfully processed on the NDIS portal.
- Share information about the outcome of each claim with You, Your authorised representative, and Your provider.

As an NDIS Registered Provider, Instacare is regulated by the pricing rules set by the National Disability Insurance Agency (NDIA). Instacare will charge the fees defined in Table 1 or the amount shown on Your plan, whichever is lower. These prices are set by the NDIA and may change from time to time in line with updates to the NDIS Pricing Arrangements and Price Limits.

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Table 1 – Fee for Plan Management (Financial Administration Services)

Support The name of the support	**Description of support** List the details of the support, including scope and volume	**Price**
Plan Management – Financial Administration Monthly payment (14_034_0127_8_3)	A monthly fee for the ongoing maintenance of the financial management arrangements.	$104.45

How is my privacy and confidentiality maintained?

Instacare respects Your right to privacy and is committed to safeguarding any personal information You provide to us. Please our Privacy Policy located at **www.instacare.com.au/privacy-policy**.

These detail:

- Why we need to collect Your information and how it is used,
- Who has access to Your information and how Your information is stored,
- Who we share Your information with,
- How You can lodge a privacy related complaint,
- How You can request access to, correction of, or deletion of Your information.

By signing this Service Agreement:

- You confirm that You have read the Privacy Policy document at **www.instacare.com.au/privacy-policy** and understand the information it contains.
- You agree that Instacare can record personal information to provide the services contained in this Service Agreement.
- You consent to Instacare sharing Your information with any agency (including the National Disability Insurance Agency (NDIA) and the NDIS Quality and Safeguards Commission) when required by law or if an Instacare staff member believes there is an imminent risk to You or another party.
- You consent to Instacare collecting recorded material in audio and/or visual format provided Instacare makes You aware before this occurs.
- You give permission and consent for Instacare to share information with Your Plan Nominee and any other authorised representatives you notify us of. This includes consent for them to assist You with Instacare's Plan Management service (if applicable), including:
  - Receiving invoice notifications
  - Receiving budget reports
  - Approving or placing invoices on hold
  - Accessing the InstaApp (if registered) on Your behalf
- Please include Your authorised representative's name, organisation (if applicable), email address, phone number and relationship to You.
- You can remove any authorised representatives at any time by calling 1300 002 221 or emailing **hello@instacare.com.au**.
- Instacare conducts certification audits to maintain our NDIS Registration. You consent to our auditors reviewing Your file and contacting You to discuss Your experience using Instacare. If You do not wish to participate, please notify us.

Responsibilities of Instacare

Our Plan Management supports assists You by:

- Managing and monitoring Your budgets over the course of Your plan,
- Managing NDIS claims and paying Your providers for delivered supports,
- Providing monthly statements that detail Your funding position,
- Protecting Your privacy and personal information, as outlined in the Instacare Privacy Policy Document,
- Providing receipts and accurate records for all supports delivered,
- Managing actual and perceived conflicts of interest in accordance with NDIS Practice Standards.

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Responsibilities of You/Your representative

You agree to:

- Take due steps to provide information as requested by Instacare in a timely manner,
- Treat Instacare staff with courtesy and respect,
- Discuss any concerns about our service with Instacare,
- Advise Instacare immediately if Your NDIS plan is suspended or replaced by a new NDIS plan, or You are no longer a participant in the NDIS,
- Approve valid invoices that are aligned with the intent of your plan and are considered to be NDIS supports.

Payments

By nominating Instacare to provide plan management services, You authorise us to claim from the NDIA portal up to the amounts allocated in the support categories and budget approved in Your current NDIS plan.

After these supports are delivered, the service provider or You/Your representative will claim payment for those supports from Instacare by forwarding an invoice to **accounts@instacare.com.au**.

Contact and banking details

You/Your representative will provide bank details, if necessary, to Instacare for reimbursement.

Participant budgets to be managed

You/Your representative will provide Instacare details of Your support budgets as per Your current NDIS plan.

If the support categories or budgets change, You/Your representative agrees that any changes will be submitted immediately and in writing to Instacare.

Changes to the plan

You/Your representative agrees to immediately notify Instacare and provide relevant plan details in writing if Your NDIS Plan is replaced by a new plan, or You cease to be a participant in the NDIS.

Ending this Service Agreement

This Service Agreement may be terminated by either party giving 28 days' written notice (adequate notice).

You can end this Service Agreement without giving adequate notice if your health or safety is at risk from the supports we are providing.

If either party is in breach of this Service Agreement, or we are directed by the NDIA to terminate this Service Agreement, the notice period will be waived.

Feedback, complaints and disputes

If You/Your representative wishes to provide feedback, or is not satisfied with the provision of supports and wishes to make a complaint, You/Your representative can contact Instacare via phone on **1300 002 221** or by email **hello@instacare.com.au**.

If You are not satisfied with Instacare's response, You can contact the NDIS Quality and Safeguards Commission by calling 1800 035 554, visiting one of their offices in person, or visiting **www.ndiscommission.gov.au** for further information.

Service continuity (including emergency and disaster management)

Proportionate to the scope of Instacare and the complexity of supports delivered, Instacare has arrangements in place to ensure services are provided to you without interruption during the outlined service agreement period. This includes having a sufficient workforce to competently provide support to participants.

Instacare has a service continuity plan in place in the event of an emergency and/or disaster (including pandemics, bushfires, storms, floods, cyclones, storm surges, heatwaves and earthquakes) with periodic review points. Staff are trained in the implementation of these plans. These plans include staff working remotely, communicating changes of service delivery to participants and, if required, sourcing, recruiting, and inducting additional workforce to allow continuation of service delivery. This plan is tested and adjusted accordingly. Further details of these plans are in the Instacare Participant Handbook.

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You/Your representatives can provide feedback on Instacare's emergency and/or disaster service continuity plan by contacting Instacare on **1300 002 221**.

Please note that Instacare does not provide an emergency service. In an emergency, contact emergency service on **000**.

Participant Handbook

Our welcome email will include the Instacare participant handbook, which contains important information about our services, Your well-being, and Your rights and privacy.

Advocacy

An advocate can:

- Give You information about Your rights and responsibilities
- Listen to your concerns
- Help You resolve problems or complaints with Your service provider
- Speak with Your service provider if You wish
- Refer You to other agencies when needed.

Instacare accepts the use of an advocate to represent You. You can advise Instacare of the person You wish to advocate on Your behalf by using our 'Authority to Act as an Advocate' form. You can request his form by emailing **hello@instacare.com.au**.

A list of funded disability advocates can be found via the following website: **https://www.health.gov.au/contacts/ask-izzy?language=en**

Incident management

By law, Instacare has reporting obligations to the NDIS Commission for certain reportable incidents. Instacare has an Incident Management System, which is followed in these situations.

Please be aware that Instacare is required to disclose Your details in relation to these incidents and will only share these with the relevant emergency services and/or the NDIS Commission, in accordance with the NDIS Practice Standards and reporting timeframes.

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 the Participant's NDIS plan currently in effect under section 37 of the NDIS Act; and
- Instacare will pay GST as required under the NDIS Act.

The Provider can be contacted on:
Phone 1300 002 221
Email **hello@instacare.com.au**
Head Office Address 22 Honeysuckle Drive
Newcastle NSW 2300

Disclaimer

Instacare information is provided in good faith, to the best of our knowledge, and is considered to be correct at the time of communication. However, changes may affect this accuracy, so Instacare gives no assurance as to the accuracy of any information or advice given.

Any advice given by Instacare outside of financial intermediary advice shall be considered general information in nature.

Instacare shall not be liable for any failure of, or delay in the performance of this Service Agreement for the period that such failure or delay is;

1. Beyond the reasonable control of a party,
2. Materially affects the performance of any of its obligations under this Service Agreement, and
3. Could not reasonably have been foreseen or provided against (eg. Government Acts prohibiting or impeding any party from performing its respective obligations under the Service Agreement contract) (eg. prolonged lack of power supply).

Nothing in the Instacare Service Agreement negates or diminishes the statutory guarantees regarding the supply of services You/Your representative receive under The Australian Consumer Law (*Competition and Consumer Act 2010 – Schedule 2*).

Instacare takes in good faith the information provided by You/Your representative to be true and accurate, and that claims presented to Instacare are a true reflection of goods and services provided to You in line with the NDIS guidelines (*National Disability Insurance Scheme Act 2013*).

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Agreement signatures

The parties agree to the terms and conditions of this Service Agreement.

Signature of Participant / Participant's representative **Name of Contact**

Date

Personal Information Collection Statement

To assist us (Instacare Pty Ltd – ABN: 18 620 281 209) in conducting our business functions and sending you regular communication, we need to collect personal information about you.

By providing your personal information, you agree to its use and disclosure in accordance with this statement and Privacy Policy. If you do not agree, you must not provide your personal information, and we may not be able to communicate with you or provide certain services to you.

We may disclose your personal information to other parties, including our website host or software application provider to operate our website, third parties who provide products and services to us or through us, your authorised representatives/nominees, and representatives, agents or contractors who are appointed by us in the ordinary operation and administration of our business.

From time to time, these third parties may be located (and therefore your personal information may be disclosed) overseas, including to the USA and the Philippines.

Our Privacy Policy is available at **www.instacare.com.au/privacy-policy**. It contains information about how you may access and seek correction of your personal information, how you may complain about a breach of your privacy, and how we will respond to that complaint.

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