

Perfectly Imperfect Service agreement

People

This service agreement is between:

NDIS participant/or their representative (e.g. family member, friend, or guardian)	<i>[insert name]</i>
And	
Provider	<i>Perfectly Imperfect</i>

Start date	<i>[insert dd/mm/yyyy]</i>
End date	<i>[insert dd/mm/yyyy]</i>

Purpose

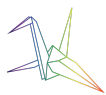
The purpose of this agreement is to describe the supports provided by *Perfectly Imperfect* under your NDIS plan. A copy of your plan is attached *[delete if participant does not want to include their plan]*. This agreement is in the context of the NDIS, a scheme that aims to:

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

Perfectly Imperfects' responsibilities

Perfectly Imperfect agrees to:

- treat you with courtesy and respect
- communicate openly and honestly, in a timely manner



- work with you to provide services that suit your needs
- review your services with us when needed, at minimum every 3 months
- give you information about managing complaints or disagreements
- give you information on how to change or cancel supports
- plan and coordinate any transitions to and/or from our services
- listen to your feedback and resolve problems quickly
- protect your privacy and confidential information
- comply with all *Perfectly Imperfect* policies and procedures *which can be found on the website at perfectlyimperfect.net.au*
- follow all relevant laws, including but not limited to the *National Disability Insurance Scheme Act 2013* and rules, Australian consumer law, and the *Privacy Act 1988*
- give you a minimum of 24 hours' notice, where possible, if *Perfectly Imperfect* needs to cancel, or change, a scheduled service
- keep accurate records, and issue regular invoices and statements of supports provided.

***[insert participant's name]*'s responsibilities**

[Participant or representative's name] agrees to:

- work with *Perfectly Imperfect* to ensure that services meet your needs
- treat *Perfectly Imperfect* with courtesy and respect
- communicate openly and honestly with *Perfectly Imperfect*, and discuss any concerns about services being provided
- provide *Perfectly Imperfect* with any plans and/or assessments necessary to deliver safe and quality services e.g. positive behaviour support plan
- reduce identified risks e.g. within your home, when *Perfectly Imperfect* staff are delivering services (if applicable)
- pay all invoices for agreed services, transport, and/or other expenses within 7 days
- let *Perfectly Imperfect* know if there is a change to your NDIS plan, if it is suspended, replaced by a new plan, or if you stop being an NDIS participant.

***Perfectly Imperfects'* rights**

[Participant's Name] understands *Perfectly Imperfects'* to:

- Being treated with courtesy and respect

***Participants'* rights**

Perfectly Imperfect understands your rights to:

You have the right to:

- Choose who delivers your supports and how they do this. You do not have to use just one provider for all your supports
- Not use a provider if you feel they aren't acting in your best interests
- Ask if a provider has a conflict of interest
- Not feel pressured to buy services or supports you don't want or need
- Decide what personal information you give to a provider so they can deliver supports.
- Cancel services if your needs are not being met or unhappy with the supports provided

Consent

Perfectly Imperfect will discuss, obtain and share information only with third parties identified, in writing, by the participant or the participant's child representative, a plan nominee or legally appointed decision maker for the participant.

We will only let another person or organisation do things for you with *Perfectly Imperfect* if you have given us consent or if we are required or authorised to disclose your information by law. You can take away your consent at any time. You can let us know by email that you no longer consent for a third party to be involved with *Perfectly Imperfect*.

Perfectly imperfect will obtain video and audio recordings of evidence of behaviours of concern during selected sessions and for the Positive behaviour identification. By signing this document you are consenting to allowing the following people to undertake these recordings for perfectly imperfect to view and interpret. By consenting to this recording you are consenting to maximum of 5 minute video/audio recording clips at a time in a non invasive manner for which it will not be a trigger on its own. Please review our guideline for recording in a positive and respectful manner. Perfectly Imperfect will destroy these video

recording after 12 months for the purposes of monitoring progress and review. During this time the recording will be stored in an secure online database to protect the individual's confidentiality.

First Name	Surname

Privacy and Confidentiality

Perfectly Imperfect policy is to respect and protect the privacy of all people connected with the *Perfectly Imperfect*, including participants, providers, employees, contractors and community partners. This Privacy Policy tells you the kinds of personal information we, and others for us, collect and hold, how and why we collect and hold that information and how we use it. It also tells you how you can access and amend your personal information and how you may make a complaint if you think that we have breached our privacy obligations.

Personal information is information or an opinion about an individual whose identity is reasonably identifiable. Examples of personal information include a person's name, address, date of birth and details about their health or disabilities.

Privacy laws do not apply to the information of corporate entities, such as providers or community partners. However, the personal information of individuals connected with those entities (such as employees) will be protected by privacy laws.

In dealing with personal information, we abide by the obligations imposed on us under federal law, including the *Privacy Act 1988 (Cth)* *Privacy Act and the National Disability Insurance Scheme Act 2013 (Cth)* (*NDIS Act*).

The Privacy Act authorises our collection of personal information where this is required to facilitate access to *Perfectly Imperfect* and perform our other functions.

We are also bound by confidentiality and secrecy provisions in the *National Disability Insurance Scheme Act 2013 (Cth) (NDIS Act)*. These provisions limit how we collect and use personal information and when and to whom information can be disclosed.

For more information about *Perfectly Imperfect* privacy policy, please see our website: www.perfectlyimperfect.net.au

Dignity of risk and duty of care

Perfectly Imperfect will ensure participants will always be supported to make informed choices and decisions about the supports they receive and activities they may wish to undertake. This may require the support of others with the participant's consent (family / friends / advocates or other professionals – refer to *Perfectly Imperfects'* Rights and Responsibilities and Advocacy Policies and Procedures). Informed decision making involves a general awareness of the consequences of the decision which needs to be made voluntarily and without coercion.

If the *Perfectly Imperfects'* team have serious concerns about the participant's ability to make an informed decision, they may seek an assessment by a qualified health professional / jurisdictional Guardianship Board with prior permission from the participant or the participant's representative. When a participant needs ongoing formal support to make major life choices, a Guardianship Order may be required.

Supports and payments

Perfectly Imperfect will provide you with services identified in your NDIS plan. Further details are in attachment 1: schedule of supports. All prices are inclusive of GST (if applicable) and include the cost of providing services.

Additional expenses (things not included as part of your NDIS funding) are not included. You must pay for these things, for both yourself and the worker, where applicable. These additional expenses are *[list all relevant expenses e.g. entrance costs, food, and drink]*.

For NDIA managed funds, *Perfectly Imperfect* will create a service booking on the myplace participant portal, and claim payment for services delivered (not including additional expenses) directly from the NDIA.

For self-managed and plan managed funds, *Perfectly Imperfect* will invoice you or your nominated plan manager for services delivered (not including additional expenses), on a weekly basis.



The NDIS sometimes change their service pricing or rules. *Perfectly Imperfect* will charge in line with any changes. *Perfectly Imperfect* will let you know if this happens, in writing. The NDIS will automatically increase your support budget to cover any price increases.

Participant transport

Transport costs associated with community participation supports and transport supports are not included in the hourly support rate. This includes the cost of public transport, parking fees, road tolls, taxi fares and kms travelled.

Perfectly Imperfect charges .98c per kilometre for all kilometres travelled in a workers' vehicle, during a support with you in the vehicle.

You can choose to use some of your core or capacity building budget, to pay for agreed transport costs incurred during community participation supports. You can also pay for a support worker to transport you to, from, or as part of a community participation support.

If you choose not to pay for transport costs using your NDIS budget, *Perfectly Imperfect* will invoice you weekly, for all agreed transport costs.

You can only pay for a *Perfectly Imperfect* worker to transport you to an activity that is not a support itself, or a support delivered by another provider (e.g. to work) if you have a transport budget in your plan.

If there is more than one NDIS participant being transported, *Perfectly Imperfect* will share the cost equally between the participants.

Perfectly Imperfect will only claim for transport costs agreed in the attachment 1: schedule of supports.

Provider travel

Perfectly Imperfect can charge for the time its workers spend travelling to you. This time is charged to your plan, and is deducted from the total budget of the relevant support category. The [NDIS support catalogue](#) explains when *Perfectly Imperfect* can claim travel time, and the [NDIS price guide](#) indicates how much time can be claimed:

- *Perfectly Imperfect* can claim a maximum of 30 min within metro Sydney when travelling to deliver a support, or from one support to another.
- If the service is a core support, *Perfectly Imperfect* cannot claim any time travelling home or back to their office.



- If the service is a capacity building support, *Perfectly Imperfect* can claim a maximum of *30 minutes in metro sydney* travelling home or back to their office.

If travel costs are incurred, additional to the cost of a worker's time, when travelling to deliver face to face supports to you *Perfectly Imperfect* will charge:

- .98c per kilometre for all kilometres travelled in a workers' vehicle
- the full amount for other travel costs, such as road tolls, parking, public transport fares.

If you choose to pay for these additional costs from your NDIS plan, they will be deducted from the total budget of the relevant support category.

If you choose not to pay for additional travel costs using your NDIS budget, *Perfectly Imperfect* will invoice you weekly, for agreed costs.

If worker is travelling to support more than one NDIS participant in the region, *Perfectly Imperfect* will share the cost between the participants.

Perfectly Imperfect will only claim for travel time and additional costs agreed in the attachment 1: schedule of supports.

Non-face-to-face supports and report writing

For some supports, *Perfectly Imperfect* can claim for non-face to face activities e.g. report writing or developing support plans for workers. *Perfectly Imperfect* will only claim for non-face to face supports agreed in the attachment 1: schedule of supports.

Perfectly Imperfect will not claim for administrative tasks such as scheduling supports, training or submitting claims.

Periods of no service

Perfectly Imperfect will inform you in writing of any changes to services where applicable including over the summer and christmas periods.

Goods and services tax (GST)



For the purposes of GST legislation, *Perfectly Imperfect* and *[insert participant name]* confirm that:

- the *[insert participant's name]* has a [NDIS plan](#)
- the NDIS plan is expected to remain in effect while the supports are provided
- the supply is of [reasonable and necessary supports](#), and described in the participant's NDIS plan
- there is [a written agreement](#) to deliver these supports, between the *Perfectly Imperfect* and *[participant's name]*
- the *[participant's name or representative]* will inform *Perfectly Imperfect* if there is a change to the NDIS plan, if it is suspended, replaced, or if the participant stops being an NDIS participant.

Cancellations

If a service is cancelled at short notice, or there is a no show, *Perfectly Imperfect* can charge 100% of the agreed support fee. A short notice cancellation is when you:

- do not show up for a support within *15 minutes* of the scheduled start time, or
- give less than 2 business days' notice to cancel.

Perfectly Imperfect will only charge for a short notice cancellation (or no show):

- for support items that the price guide allows short notice cancellation claims, and
- when they cannot find other billable work for the relevant worker, and if they must pay the worker for their time.

The NDIS monitors short notice cancellations and may contact *Perfectly Imperfect* about participants with a high number of cancellations. *Perfectly Imperfect* will work with you to minimise cancellations and make sure your plan is meeting your needs.

To cancel a support outside of office hours *Mon to Fri 9am-5pm*, please email info@perfectlyimperfect.net.au

Changes to this agreement

Any changes need to be agreed, put in writing, signed, and dated by you and *Perfectly Imperfect*.



If either you or *Perfectly Imperfect* want to change regular services, at least 2 weeks' notice should be given. Special circumstances will be discussed on an individual basis.

You must inform *Perfectly Imperfect* if there is a change to your current NDIS plan.

Ending this agreement

If you or *Perfectly Imperfect* wants to end this service agreement they must give 2 weeks notice in writing to ensure a smooth transition away from the service. If you or *Perfectly Imperfect* seriously break this agreement, the agreement can end with no notice.

You must also inform *Perfectly Imperfect* if your current NDIS plan is suspended, replaced or if you stop being a NDIS participant. *Perfectly Imperfect* will only provide agreed services within the agreement start and end dates, and while you have an active plan. If you still want to receive services from *Perfectly Imperfect* after the service agreement end date, or with a replacement plan, you need a new service agreement.

Feedback, complaints, advocacy and disputes

Perfectly Imperfect welcomes all feedback, compliments, and complaints. If you would like to provide feedback, please contact Info@perfectlyimperfect.net.au

If you are not happy with your supports and would like to make a complaint, please contact Info@perfectlyimperfect.net.au or call 0411 837 312

If you are not satisfied with the outcome of your complaint, or do not wish to discuss the matter with *Perfectly Imperfect* you can contact:

National Disability Insurance Agency by calling 1800 800 110, visiting www.ndis.gov.au or visiting one of their offices in person.

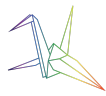
NDIS Quality and Safeguards Commission by calling 1800 035 544 (interpreters can be arranged), or visiting www.ndiscommission.gov.au/about/complaints.

If you would like support, *Perfectly Imperfect* can support you to contact and make a complaint to the National Disability Insurance Agency or NDIS Quality and Safeguards Commission or advocacy services.



Attachment 1: Schedule of supports

Name:		Date of birth:		NDIS number:		
Support Category	Support item	Unit of service	Number of units	Price per unit	Total Cost per Plan	Payment information
Core Supports <i>Assistance with social and community participation</i>	<i>Standard – Weekday 04_104_0125_6_1</i>			\$65.47		
	<i>Standard – Evening 04_103_0125_6_1</i>			\$72.13		
	<i>Standard - Saturday 04_105_0125_6_1</i>			\$92.12		
	<i>Activity based transport 04_590_0125_5_1</i>			\$0.98		
CAPACITY BUILDING <i>Support Coordination</i>	<i>Level 2: Coordination of supports 07_002_0106_8_3</i>			\$100.14		
	<i>Level 3: Coordination of supports 07_004_0132_8_3</i>			\$190.54		



Perfectly Imperfect

ABN: 52639478470

E: info@perfectlyimperfect.net.au

	<i>Psychosocial Recovery Coaching Weekday 07_101_0106_6_3</i>			\$98.30		
	<i>Psychosocial Recovery Coaching Evening 07_102_0106_6_3</i>			108.31		
	<i>Psychosocial Recovery Coaching Saturday 07_104_0106_6_3</i>			\$138.33		
Capacity Building Improved Relationships	<i>Individual Social Skills Development 11_024_0117_7_3</i>			\$74.63		
	<i>Specialist Behavioural Intervention Support 11_022_0110_7_3</i>			\$214.41		
	<i>Behaviour Management plan including training in Behaviour management strategies 11_023_0110_7_3</i>			\$193.99		
Capacity Building						



Perfectly Imperfect

ABN: 52639478470

E: info@perfectlyimperfect.net.au

Improved Daily Living						
Capacity Building Increased social and community Participation	Development of Daily living and life skills 09_591_0117_6_3		\$74.63			
	Community Participation Activities		\$ Each			
Total budget NDIA managed \$		Total budget plan managed \$		Total budget self-managed \$		

Attachment 2: Contact Details

	Name	Phone number	Email	Address
Participant contact				
Alternative participant contact				
Plan manager <i>[delete if n/a]</i>				
Occupational Therapist <i>[delete if n/a]</i>				
Speech Therapist <i>[delete if n/a]</i>				
Other				

Attachment 3: Copy of participant's NDIS plan

Signatures

Representative	Name	Signature	Date
Provider			
Participant			

The parties agree to the terms and conditions of this service agreement.