



The UP! Club is widely recognised for the positive impact it has on the lives of young adults with Down syndrome.

Over the past decade Down Syndrome NSW has received the generous support of the Sherry-Hogan Foundation to coordinate and administer the original UP! Club. We are immensely thankful for this support.

In 2015 Down Syndrome NSW received government funding which allowed for the expansion of the original UP! Club and the creation of a further 8 UP! Clubs across the Sydney basin, providing greater access to activities for more people. The project has been viewed as an outstanding success and feedback from our members tells us that UP! Club plays an important role in their lives.

Government funding for this project has now ceased, however we are determined to ensure our UP! Club groups continue to operate and expand.

In order for this to happen Down Syndrome NSW has registered as a Service Provider under the NDIS. We are asking all UP! Club participants to sign a Service Agreement and to include Down Syndrome NSW in their NDIS plans. A copy of the Service Agreement has been attached along with a Schedule of Supports which is a guide to indicate the cost of attending UP! Club over a 12 month period, based on the amount of activities a participant wishes to attend.

Importantly the transition to a financially sustainable model will allow us to continue to provide the Up!Club in your area long term. We also plan to create more groups right across NSW, supporting all people that we represent.

These changes come into effect as of August 1st 2018. Please complete the Service Agreement as soon as possible and return via post to P.O Box 3173, North Parramatta NSW 1750, or email to admin@dsansw.org.au

We encourage anyone with questions about these changes to contact our staff on (02) 9841 4444. We are happy to support you through these changes to ensure you continue to enjoy the many benefits UP! Club delivers to participant, parents and carers.

Kind Regards,

Chris Hodgins
CEO Down Syndrome NSW



Down Syndrome
New South Wales

National Disability Insurance Support

Service Agreement

Down Syndrome NSW - Service Agreement

NOTE: This Service Agreement can be made between a participant and Down Syndrome NSW or a participant's representative and Down Syndrome NSW. A participant's representative is someone close to the participant, such as a family member or friend or someone who manages the funding for supports under a participant's NDIS plan

Introduction

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

Participant or Plan Nominee

And _____

Provider

Down Syndrome NSW

This Service Agreement will commence on 1st July 2018 and will continue until four (4) weeks notice in writing is given to cease services.

The above stated participant and/or participants representative will hereinafter be referred to as "the Service Agreements participant"

Participant details	
NDIS Number	
NDIS Plan Start Date	
NDIS Plan End Date	

Plan Management

The participants NDIS plan is managed by:

- The participant and/or participants representative
Name all representatives: _____
- Plan Nominee
Name of Plan Nominee: _____
- The National Disability Insurance Agency
- Registered Plan Management Provider
Name of Provider: _____

Schedule of supports

Support	Description of support	Price and payment information / Support Item Ref. No	How the support will be provided
Participate Community <i>(Core/Capacity Building)</i>	Community, social and recreation activities in a group at ratio 1:3	Weekday: \$14.91 p/h (04_120_0136_6_1) Evening: \$16.35 p/h (04_123_0136_6_1) Saturday: \$20.67 p/h (04_121_0136_6_1) Sunday: \$26.46 p/h (04_122_0136_6_1)	Participation in UP! Club activities and other community activities managed by DSNSW
Group / Centre Activities <i>(Core/Capacity Building)</i>	Group based activities in a <u>centre</u>	Weekday: \$20.24 p/h (04_107_0136_6_1) Evening: \$22.22 p/h (04_110_0136_6_1) Saturday: \$29.67 p/h (04_108_0136_6_1) Sunday: \$37.94 p/h (04_107_0136_6_1)	Participation in social and recreational programs in a <u>centre</u> -based program

Fund allocation – 12 month period

The following table is to be used as a guideline when allocating NDIS funding, based on an individual participant's level of involvement to attend activities for 12 months. Rates have been calculated using average hourly rates, and average activity duration, based on historical data. Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of the participant and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, travel etc.

12 events per year	24 events per year	36 events per year	1 Camp per annum
\$1131.36	\$2262.72	\$3394.08	\$1200
12 events per year + 1 camp per annum	24 events per year + 1 camp per annum	36 events per year + 1 camp per annum	
\$2331.36	\$3462.72	\$4594.08	

REQUIRED FUNDING

Please circle one of the above options that indicates the level of funding required over a 12 month period.

PARTICIPANTS NAME: _____

AUTHORISED SIGNATURE: _____

Contact details

The Service Agreements participant/participants representative can be contacted on:

Name/s		
Phone		
Mobile		
Email		
Address		

The provider can be contacted on:

	Down Syndrome NSW
Phone	(02) 9841 4444
Email	admin@dsansw.org.au
Address	Suite 1 Level 6, 410 Church Street, North Parramatta 2151

Agreement signatures

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

Signature of participant/participant's representative

Name of participant/participant's representative

Date

Signature of authorised person from provider

Name of authorised person from provider

Date

The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the participant's NDIS plan.

A copy of the participant's NDIS plan is to be attached to this Service Agreement unless stated otherwise by the Service Agreements participant.

The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

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

Schedule of supports

The provider agrees to provide the participant Community / Group Centered Activities for the duration of each programme.

The supports and their prices are set out in above listed Schedule of Supports, as per NDIS price guide. All prices are GST inclusive (if applicable) and include the cost of providing the supports. Down Syndrome NSW has also provided an indicative price guide allowing you to consider the necessary funds required to participate in activities at various levels of involvement.

Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of the Service Agreements participant and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, travel etc.

Responsibilities of the provider

The provider agrees to:

- review the provision of supports at least 6 monthly with the participant
- once agreed, provide supports that meet the participant's needs at the participant's preferred times
- communicate openly and honestly in a timely manner
- treat the participant with courtesy and respect
- consult the participant on decisions about how supports are provided
- give the participant information about managing any complaints or disagreements and details of the provider's cancellation policy
- listen to the participant's feedback and resolve problems quickly
- give the participant a minimum of 48 hours notice if the provider has to change a scheduled appointment to provide supports
- give the participant the required notice if the provider needs to end the Service Agreement
- protect the participant's privacy and confidential information
- 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; keep accurate records on the supports provided to the participant
- issue regular invoices and statements of the supports delivered to the participant

Responsibilities of the participant/participant's representative

The participant/participant's representative agrees to:

- inform the provider about how they wish the supports to be delivered to meet the participant's needs
- treat the provider with courtesy and respect
- talk to the provider if the participant has any concerns about the supports being provided
- give the provider a minimum of 48 hours' notice if the participant cannot make a scheduled appointment; and if the notice is not provided by then, the provider's cancellation policy will apply
- acknowledge that some events, such as shows, sporting matches and concerts, require payment prior to the event. All payments for such events are to be made to Down Syndrome NSW via the website. In the case of a participant booking to attend a ticketed event and cancelling prior to making payment, the participant will still be required to pay for the event unless the ticket is sold to another attendee
- be liable for and costs occurred if the participant overspends their NDIS funding
- give the provider the required notice if the participant needs to end the Service Agreement and let the provider know immediately if the participant's NDIS plan is suspended or replaced by a new NDIS plan or the participant stops being a participant in the NDIS.

Changes to this Service Agreement

If changes to the supports or their delivery are required, the parties agree to discuss and review this Service Agreement. The parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the parties.

Ending this Service Agreement

Should either party wish to end this Service Agreement they must give 4 weeks notice.

If either party seriously breaches this Service Agreement the requirement of notice will be waived.

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;
- the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- the Service Agreements participant will immediately notify the provider if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

Payments

The provider will seek payment for their provision of supports after the Service Agreements participant confirms satisfactory delivery.

If the funding for any of the supports provided under this Service Agreement is managed by the participant: The participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will send the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by cheque / EFT / Credit Card within 7 days

AND / OR

If the funding for any of the supports provided under this Service Agreement is managed by a Plan Nominee: The participant's Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, the provider will send the participant's Nominee an invoice for those supports for the participant's Nominee to pay. The participant's Nominee will pay the invoice by cheque / EFT / Credit Card within 7 days

AND/OR

If the funding for any of the supports provided under this Service Agreement is managed by the National Disability Insurance Agency: The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the NDIA.

AND / OR

If the funding for any of the supports provided under this Service Agreement is managed by a Registered Plan Management Provider: The participant has nominated the Plan Management Provider the Service Agreements participant to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the participants nominated Registered Plan Management Provider

Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can talk to Down Syndrome NSW CEO Chris Hodgins – (02) 9841 4444 or chris.hodgins@dsansw.org.au

If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can talk to Down Syndrome NSW CEO Chris Hodgins – (02) 9841 4444 or chris.hodgins@dsansw.org.au

If the participant is not satisfied or does not want to talk to this person, the participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting www.ndis.gov.au for further information.

Feedback, complaints and disputes - Useful Contacts

At any stage of the process you may want to take your complaint to another agency listed below.

NSW Ombudsman

Phone: 1800 451 524

Email: nswombo@ombo.nsw.gov.au

Website: www.ombo.nsw.gov.au

National Disability Abuse & Neglect Hotline

Phone: 1800 880 052

Email: hotline@workfocus.com

Website: www.disabilityhotline.net.au

Intellectual Disability Rights Service

Phone: 4926 5643

Email: info@idrs.org.au

Website: www.nswcid.org.au

Fair Trading

Phone: 13 32 20

Website: www.fairtrading.nsw.gov.au

Ageing, Disability and Home Care (ADHC)

Phone: 9377 6000

Email: servicembx@facs.nsw.gov.au

Website: www.adhc.nsw.gov.au

Copy of participant's NDIS plan

Down Syndrome NSW is committed to supporting all participants work towards achieving their goals. In order to assist us please attach a copy of the participant's NDIS plan.