



UP! Club is one of Down Syndrome NSW's flagship programs to provide social connections for adults with Down syndrome. UP! Club is a successful way for people with Down Syndrome to come together socially to support each other and build their practical life skills. It is widely recognised for the positive impact it has on the lives of adults with Down syndrome. UP! Clubs run in a variety of locations. The social activities are themed around Speak Up, Healthy Me, Participate, Give Back, Create, and Independent Living. Down Syndrome NSW also aims to hold 1-2 camps a year for UP! Club participants.

While in the past Down Syndrome NSW received government block funding, in 2018 the Board of Down Syndrome NSW decided to move to a National Disability Insurance Scheme (NDIS) funded model to ensure we are adapting to the changes brought in by NDIS funding. Over the past decade Down Syndrome NSW has also received the generous support of the Sherry-Hogan Foundation to coordinate and administer UP! Club. We are immensely thankful for this support. Government funding for UP! Club has now ceased, however we are determined to ensure our UP! Club groups continue to operate and expand.

Since 2018, Down Syndrome NSW has been a registered Service Provider under the NDIS. All UP! Club group members who are NDIS participants are required to have a Service Agreement. A copy of the Service Agreement is attached which includes a guide to indicate the cost of attending 12, 24 or 36 UP! Club activities and/or an Up! Club camp over a 12 month period.

Please complete the information on pages 2-6 of the Service Agreement attached 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 the NDIS or UP! Club to contact our staff on (02) 9841 4444. We are happy to support and assist you to enjoy the many benefits UP! Club delivers to group members, parents and carers.

Thank you for supporting Down Syndrome NSW.



Down Syndrome
New South Wales

National Disability Insurance Scheme

Service Agreement

Down Syndrome NSW - Service Agreement

NOTE: This Service Agreement is made between a participant and Down Syndrome NSW. The participant may ask another trusted person to enter into the Service Agreement on their behalf. This is someone close to the participant, such as a family member or friend or someone who manages the funding under a participant's NDIS plan.

Introduction

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

Participant

And _____

Provider

Down Syndrome NSW

This Service Agreement will commence on the date the last party signs this Service Agreement and will continue until terminated in accordance with the terms and conditions of this Service Agreement.

The above stated participant will herein after be referred to as "the Service Agreement's participant" or "participant".

| Participant details | |
|-----------------------|--|
| NDIS Number | |
| Date of Birth | |
| NDIS Plan Start Date | |
| NDIS Plan Expiry Date | |

Plan Management

The participant's NDIS plan is managed by:

☐ Self-Managed

Email address for billing: _____

☐ NDIA Managed: The National Disability Insurance Agency

☐ Registered Plan Management Provider

Name of Provider: _____

Phone: _____ Email: _____ Contact: _____

Price Guide

Provision of service to enable a participant to engage in community, social and/or recreational activities.

| Support ratio | Weekday (max per hour) | Weekday evening (max per hour) | Saturday (max per hour) | Sunday (max per hour) | Public Holiday (max per hour) |
|----------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 1:3 | \$20.75 04_120_0136_6_1 | \$22.90 04_123_0136_6_1 | \$28.55 04_121_0136_6_1 | \$37.12 04_122_0136_6_1 | \$46.46 04_129_0136_6_1 |
| 1:4 | \$17.07 04_136_0136_6_1 | \$18.84 04_137_0136_6_1 | \$23.47 04_138_0136_6_1 | \$30.53 04_139_0136_6_1 | \$38.23 04_140_0136_6_1 |
| 1:5 (or greater) | \$14.86 04_141_0136_6_1 | \$16.40 04_142_0136_6_1 | \$20.44 04_143_0136_6_1 | \$26.58 04_144_0136_6_1 | \$33.28 04_145_0136_6_1 |

Provision of service to enable a participant to engage in community, social and/or recreational activities in a centre.

| Support ratio | Weekday (max per hour) | Weekday evening (max per hour) | Saturday (max per hour) | Sunday (max per hour) | Public Holiday (max per hour) |
|----------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 1:3 | \$22.47 04_170_0136_6_1 | \$24.89 04_171_0136_6_1 | \$30.54 04_172_0136_6_1 | \$39.11 04_173_0136_6_1 | \$48.46 04_174_0136_6_1 |
| 1:4 | \$19.07 04_175_0136_6_1 | \$20.83 04_176_0136_6_1 | \$25.47 04_177_0136_6_1 | \$32.53 04_178_0136_6_1 | \$40.22 04_179_0136_6_1 |
| 1:5 (or greater) | \$16.85 04_180_0136_6_1 | \$18.39 04_181_0136_6_1 | \$22.44 04_182_0136_6_1 | \$28.58 04_183_0136_6_1 | \$35.27 04_184_0136_6_1 |

Note: Item Reference Numbers are included on Down Syndrome NSW invoices. Down Syndrome NSW may on occasion issue invoices with other Item Reference Numbers including, but not limited to, the category "Assistance with social and community participation" as per the NDIS Price Guide.

Fund allocation guidelines – 12 month period

The following table is to be used as a guideline only to assist the participant in allocating monies to the relevant budget in their NDIS plan. Costings are based on a participant's level of involvement over a 12 month period. Costs have been calculated using average hourly rates, and average activity duration, based on historical data. Actual rates are listed on the Price Guide (page 3). Additional expenses (i.e. things that are not included under a Participant's NDIS plan) are the responsibility of the participant and are not included in the service cost or the calculations set out in the table below. Examples of additional expenses include entrance fees, event tickets, meals, travel etc.

Required funding

| 12 events per year | 24 events per year | 36 events per year | 1 Camp per annum |
|--|--|--|------------------|
| \$1666.80 | \$3333.60 | \$5000.40 | \$1300.00 |
| 12 events per year + 1 camp per annum | 24 events per year + 1 camp per annum | 36 events per year + 1 camp per annum | |
| \$2966.80 | \$4633.60 | \$6300.40 | |

Note: UP!Club camps will be held twice per annum, in March and November.
Eligible participants are welcome to attend both camps

Contact details

The Service Agreement's participant can be contacted on:

| | |
|----------------|--|
| Name | |
| Phone | |
| Mobile | |
| Email | |
| Address | |

If the participant cannot be contacted, the participant's representative can be contacted on:

| | |
|------------------------------------|--|
| Name | |
| Phone | |
| Mobile | |
| Email | |
| Address | |
| Relationship to Participant | |

The provider can be contacted on:

| | |
|----------------|--|
| | Down Syndrome NSW |
| Phone | (02) 9841 4444 |
| Email | admin@dsansw.org.au |
| Address | 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.

Signed by participant

Name of participant

Date

Signed for **participant** by their
representative

Name of representative

Date

Signed for **Down Syndrome
Association of New South Wales**
Inc. by its authorised signatory

Name of authorised signatory

Date

The NDIS and this Service Agreement

This Service Agreement is made according to the rules and the goals of the NDIS.

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

The parties agree that the NDIS 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.

Additional Information

Down Syndrome NSW runs UP! Club groups in New South Wales. The nearest UP! Club group to the participant is listed below. A participant can choose to attend UP! Club activities at any UP! Club group run by the provider. For a full list of UP! Club groups visit

www.downsyndromensw.org.au/upclub

| | |
|-------------------------|--|
| Nearest Up! Club | |
|-------------------------|--|

Each UP! Club generally runs activities on a monthly basis, however this varies between UP! Club groups. Down Syndrome NSW will send details of activities run throughout the year via a program. The program lists the activities that Down Syndrome NSW proposes it will run during the following calendar months.

If the participant wishes to attend an UP! Club activity they must make a booking with Down Syndrome NSW by the closing date for bookings. Bookings can be made with Down Syndrome NSW by phone or via the online booking form. The participant may choose to participate in as few or as many activities as they like.

The cost of each UP! Club activity depends on the duration of the activity. Hourly rates for the UP! Club activities are set out in the table under the heading 'Price Guide' on page 3. All prices are GST inclusive (if applicable) and include the service costs for running the activity. Down Syndrome NSW has also provided fund allocation guidelines under the heading 'Fund allocation guidelines – 12 month period' on page 4 which will help the participant to consider the costs of participating in 12, 24 or 36 UP! Club activities and/or an UP! Club camp during a 12 month period. Participants will be charged a minimum of three hours attendance whether they choose to arrive late or leave early.

Additional activity costs must be met by the participant and are not included in the hourly rates set out on page 3 or the calculations set out in the tables on page 4. Examples of these activity costs include entrance fees, event tickets, meals, travel etc.

Responsibilities of the provider

As the provider, Down Syndrome NSW agrees to:

- provide the participant with a calendar of proposed activities
- run each UP! Club activity booked by the participant unless prior notice is given by Down Syndrome NSW
- review the UP! Club activities run by Down Syndrome NSW at least every 6 months with the participant
- communicate openly and honestly and in a timely manner
- treat the participant with courtesy and respect
- consult the participant on decisions about how activities are run
- give the participant information about managing any complaints or disagreements
- listen to the participant's feedback and resolve problems quickly
- give the participant a minimum of 48 hours' notice if Down Syndrome NSW has to change a scheduled UP! Club activity. Down Syndrome NSW will refund to the participant any money which has been paid upfront for any UP! Club activity that does not go ahead
- give the participant the required notice if Down Syndrome NSW needs to end the Service Agreement
- protect the participant's privacy and confidential information in accordance with the law
- provide UP! Club activities 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 services provided to the participant
- issue invoices and statements of the activities attended by the participant.

Responsibilities of the participant

The participant agrees to:

- inform Down Syndrome NSW about how they wish UP! Club activities to be run to meet the participant's needs
- treat Down Syndrome NSW's staff and volunteers with courtesy and respect
- talk to Down Syndrome NSW if the participant has any concerns about the activities
- give Down Syndrome NSW a minimum of 48 hours notice if the participant cannot make a scheduled UP! Club activity. If the participant gives the provider notice after 3:00pm the day before the scheduled UP! Club activity or notice is not provided, the provider may charge the participant up to 90% of the fee for the scheduled UP! Club activity
- acknowledge that some activities, such as shows, sporting matches and concerts, require payment of additional expenses (such as tickets) prior to the scheduled activity date. All payments for such activities are to be made to Down Syndrome NSW via the website, or by phoning Down Syndrome NSW. 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 activity unless the ticket is sold to another UP! Club member attending the activity
- be liable for any costs incurred if the participant overspends their NDIS funding
- give the Down Syndrome NSW the required notice if the participant needs to end the Service Agreement
- let Down Syndrome NSW 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 this Service Agreement, including the activities or their delivery are required, the parties agree to discuss and review the proposed changes to this Service Agreement. The parties agree that any changes to this Service Agreement (other than changes to the service cost of the activities) will be in writing, signed, and dated by the parties.

Down Syndrome NSW may change the service cost of the UP! Club activities by giving notice in writing to the participant. Any changes to service costs will not apply to any UP! Club activities already booked by the participant.

The participant may terminate this Service Agreement immediately upon giving written notice to Down Syndrome after receiving notice of any change to the cost of the UP! Club activities.

Ending this Service Agreement

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

If either party seriously breaches this Service Agreement, then the other party may end this Service Agreement immediately upon giving written notice to the other party.

Goods and Services Tax (GST)

For the purposes of GST legislation, the Parties confirm that:

- a supply of service under this 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 service is provided; and
- the Service Agreement's 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

Down Syndrome NSW will invoice the participant after their attendance at the activity and will use reasonable endeavours to invoice the participant within 30 days of the scheduled activity.

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

OR

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

OR

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

OR

If the funding for any of the services 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 services provided under this Service Agreement. After providing those services, Down Syndrome NSW will claim payment for those services from the participant's 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 – (02) 9841 4444 or admin@dsansw.org.au

If the participant is not happy with the provision of services and wishes to make a complaint, the participant can talk to Down Syndrome NSW CEO – (02) 9841 4444 or admin@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

Other agencies that may be able to assist with a complaint are set out below.

NDIS Quality and Safeguards Commission

Phone: 1800 035 544

Website: www.ndiscommission.gov.au

National Disability, Abuse & Neglect Hotline

Phone: 1800 880 052

Email: hotline@workfocus.com

Intellectual Disability Rights Service

Phone: 02 9318 0144 or 1300 665 908

Email: info@idrs.org.au

Website: www.idrs.org.au

NSW Fair Trading

Phone: 13 32 20

Website: www.fairtrading.nsw.gov.au

NSW Family and Community Services

Phone: 02 9377 6000

Email: servicembx@facs.nsw.gov.au

Website: www.facs.nsw.gov.au/inclusion/disability

NSW Ageing & Disability Commission

Phone: 1800 628 221

Email: nswadc@adc.nsw.gov.au

Website: www.ageingsdisabilitycommission.nsw.gov.au

Copy of participant's NDIS goals

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