PARTICIPANT SERVICE AGREEMENT

This is an agreement between the Participant ("You") and Camp Breakaway Inc (ABN: 33 386 918 996) ("Camp Breakaway") registered NDIS service provider. We are the organisation that will provide you with services and supports on site at Camp Breakaway in San Remo NSW. This Agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS).

Services and Program

Program:
From:
To:
Total cost for the Service: $

Who is making this Service Agreement?

Participant name: _____

Date of birth: _____

NDIS Ref. Number _____

Your mobile number: _____

Your email address: _____

Your home address: _____

The name of someone we can contact if we can't get in touch with you: _____

Their phone number: _____

*Excludes agreed incidental costs or co contributions billed directly to the participant not included in short term accommodation charges.

Terms of the Agreement

What is in this agreement:

- Where your Short-Term Accommodation (STA) will be provided.
- Sets out the terms for the delivery of services and supports to be provided.
- Has been negotiated with the Participant and all parties who are signatories to this Service Agreement.
- May be reviewed at any time by any of the parties who are signatories to this Agreement or those with decision-making responsibilities related to the Participant (e.g., parent, guardian).

Where to send Invoice

_____

Who manages your plan for funding? (Please circle)

SELF NDIS Plan Management Agency Sponsorship

Name of Plan Management Agency _____

Name of Plan Management Agency Contact Person _____

Plan Management Agency Contact Number _____

Do you have Support Coordination (please circle) YES/NO?

If YES

The Support Coordinators contact details:

Coordinator of Supports _____

Office phone number: _____

Work Mobile number: _____

Email address: _____

Business address: _____

- Cost of service and supports provision in line with your NDIS plan.
- Your rights and responsibilities under the NDIS.
- Camp Breakaway rights and responsibilities as a service provider.

How payments will be made

- Most people let the NDIA manage their plan. This means that Camp Breakaway will directly invoice or 'charge' the NDIA for their service and you don't have to worry about making any payments other than incidental costs or where you have agreed in advance to making a co-contribution.

- ***If you have a plan manager, the invoice will be sent to them. Please provide Invoicing arrangements above under "Who manages your plan for funding".***
- Camp Breakaway will make a claim for payment immediately after the completion/delivery of the service.

What is expected of you?

- To provide Camp Breakaway with all the information that is required for delivery of the accommodation service and delivery of supports, ensuring it is comprehensive and accurate.
- Inform Camp Breakaway of any coordination of supports or case management arrangements currently in place. (Medical, My Medication Plans, Behaviour Management Plans, Fluid Plans, Mealtime Management Plans)
- To inform Camp Breakaway of your NDIS plan goals and how we can assist you to achieve them.
- All relevant and contact information of your Plan Management and/or Coordination of Support
- Inform Camp Breakaway of any guardianship or statutory arrangements in place.
- Attend Camp Breakaway premises at the agreed dates/times for delivery of services.
- Treat Camp Breakaway's staff, volunteers, contractors and associates with courtesy and respect
- Follow instructions of support staff/supervisor/contractor carers, volunteer, and registered nurses where reasonable and safe to do so.
- To talk to the Camp Breakaway representative/s noted within this Agreement if you have any concerns about the accommodation or services being provided.
- Inform Camp Breakaway if your NDIS plan does not have sufficient funds, is suspended, replaced by a new NDIS plan or if you stop being a participant within the NDIS.
- Note Camp Breakaway cannot invoice the NDIA if a plan has been changed without their knowledge or if you have insufficient funds to cover the cost of service provided.
- Give Camp Breakaway at least 7 days' notice if you wish to end the Service Agreement.
- Sign and Return the Service Agreement no later than 5 days before the commencement of the services.

Responsibilities if changing your services:

As a participant you also have the right to review the Service Agreement at any time.

- Give Camp Breakaway at least *7 days*' *notice* in writing if you need to make a change to your current services.
- Allow up to 2 weeks for Camp Breakaway to finalize all documentation and invoicing against your plan should you significantly change your Service Agreement or exit our services.

- Either party may terminate this agreement either in whole or in part.
- Notice may be received either verbally or in writing.

What is expected of Camp Breakaway Inc?

- To make best endeavours to assist each participant exercise choice and control over how services are delivered.
- To consult with you on decisions about how programs and services are provided to you.
- To make best endeavors to support you to achieve your NDIS goals.
- To treat you with courtesy and respect.
- To communicate openly and honestly in a timely manner.
- To protect your privacy and confidential information.
- To ensure staff, volunteers and contractors are adequately trained in the delivery of services required and have NDIS Worker screening checks completed.
- To listen to your feedback and attempt to resolve any challenges or complaints if they occur and to provide you with advocacy services to assist you with complaints.
- To provide documentation of programs and services provided to you if requested.
- To provide the agreed supports for the agreed period.
- To modify services if circumstances change to best meet your requirements.
- To provide at least *7 days' notice* if we have a requirement to end the Service Agreement
- To provide programs and services in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Competition Law.
- To comply with all NDIS mandates and requirements.
- To ensure all staff, contractors and volunteers comply with the NDIS and Breakaway Code of Conduct
- We have an incident management system based on guidelines produced by the NDIS Quality and Safeguards Commission and the National Disability Insurance Scheme (Incident and Reportable Incidents) Rules 2018.
- To request feedback from all participants to ensure Breakaway continually improves its programs and services and the way in which they are delivered.

What supports will be provided to you?

- The provision of 'short term accommodation' includes all expenses in a 24-hour period including assistance with daily personal activities, accommodation, and food.
- Camp Breakaway provides value to participants by using trained volunteers as well as appropriately qualified and skilled staff and contractors. Both volunteers and staff will support you during the service period and term of the Service Agreement.

- For participants who require high intensity support then specialised, skilled, trained and experienced support worker/s will deliver supports as required.
- Unless specifically agreed Camp Breakaway will not provide travel to or from its facilities at 80 Highview Avenue San Remo NSW 2262.
- Each participant shall be provided with information regarding the arrangements for continuity of supports and services, the dwelling safety features, and emergency evacuation procedures.
- Emergency messages and updates to the Evacuation Plan (including the Bush Fire Plan) will be communicated clearly and consistently so people know what to do to stay safe.
- Developed Make Easy Read communications are available to support people with intellectual disability to plan for and respond to emergencies.
- The views of people with disability, their guardians or representatives have been consulted in developing the Emergency Evacuation Plan.
- Services delivered in the facility may at times need to be altered/deferred or ceased due to emergencies. This may be due to direct risk or impact on the facility or because travel in the area is considered too unsafe.

Costs for services and supports.

- The provision of various programs and services will be invoiced to you according to the NDIA pricing arrangements. Camp Breakaway will aim to ensure you are aware of all charges and costs to be invoiced to your plan: e.g., nursing services.
- Camp Breakaway reserves the right to charge a cancellation fee if a service is cancelled by you and outside of the required notice period. This money will be deducted from your plan.
- Camp Breakaway will invoice reasonable additional costs when applicable (e.g., transport, out of pocket expenses and entertainers etc.).
- Camp Breakaway has a commitment to fair and reasonable pricing. In keeping with this billing practices are applied as follows:
    - Services provided for less than 24 hours shall be charged on a pro rata basis.
    - If a participant needs for support will vary throughout the 24-hour period (e.g., 1:1 – 1:4) this variation will be accounted for by calculating charges on hourly increments.
    - All and additional charges shall be transparent and itemised in quotations in attached to service agreements.

Service Bookings and Cancellations

- Upon return of a signed service agreement Camp Breakaway will create a service booking and upload to the NDIA platform notifying them of the amount of funds you have chosen to spend with our service.
- A participant will not be charged for Services cancelled prior to 3 pm, 3 days before the commencement of the service.

- A participant will be charged 20% of services cancelled after 3pm, 2 days before the commencement of the service.
- A participant will be charged 30% of services cancelled after 3pm, 1 day before the commencement of the service.
- A participant will be charged 40% of Services cancelled after 3pm the day before the service provision.
- No fee is payable for bookings cancelled by Camp Breakaway in the event of emergency evacuation where service cannot continue.
- A single no-show and any cancellations may impact the ability of Camp Breakaway to accept further bookings from the participant.
- All cancellations must be made by phone between the hours of 8.30am – 5pm.
- Messages left on the Breakaway phone message bank are time and date stamped.

Special circumstances

- Fees may be waived if the participant experienced an unforeseen event e.g.: hospitalization or a death in the family.
- The decision to waive fees will be made by the Camp Breakaway General Manager. The discretion not to charge *DOES NOT* apply in any other circumstances and *IS NOT* exercisable by other levels of staff.

How to make changes to your Service Agreement

- The Service Agreement can be reviewed when your plan is reviewed by the NDIA or if your NDIS plan changes or if you want to change your services.
- We recommend that you obtain an updated Service Quotation from Camp Breakaway before any NDIS plan reviews to ensure you are aware of the latest fees and charges applicable to the range of Camp Breakaway's programs and services.
- Camp Breakaway reserves the right to review the Service Agreement at any time. Any changes to the Service Agreement will be made in writing.

As a participant you also have the right to review the Service Agreement at any time. If you wish to make any changes or stop your service, you must give at least 7 days' notice in writing via mail or email.

Who to contact if there is a problem?

The contact person is:	Andy McIntyre
Their phone number is:	(02) 4346 3331
Their email address is:	**andym@breakaway.org.au**

If this person does not resolve the issue to your satisfaction, contact the General Manager on (02) 4390 7624.

Feedback, Compliments and Complaints

Camp Breakaway welcomes all feedback, compliments, and complaints. We use this information to continually improve our services. If you wish to give the feedback, compliment, or make a complaint during a program, you can do so as follows:

1. Advise the Program Intake Coordinator at the earliest possible time.
2. Call the office at any time following the Camp program on 02 4390 7624.
3. Call and advise the General Manager on 02 4390 7624.
4. Camp Breakaway supports each participant's right to access an advocate of their choosing. Participants have the right to have their advocate present at any time of their choosing. We can support you to access an advocate.
5. Should the participant not feel comfortable giving feedback or making a complaint to a Camp Breakaway representative, they can contact the National Quality and Safeguards Commission using the details below.

National Quality and Safeguards Commission:
Call them on **1800 035 544** (free call from landlines)
Complaint contact form **www.ndiscommission.gov.au**

You can also contact the NDIA on **1800 800 110**

Should you require assistance to provide feedback or make a complaint the following services may assist:

- National Relay Service www.relayservice.gov.au then **1800 035 544**
- Translating and Interpreting Service **13145**

Goods and Services Tax

Most services provided under the NDIS will not include GST. However, GST will apply to some services.
It is Breakaway's responsibility to check whether GST does or does not apply.
By signing this Agreement, Camp Breakaway states that they have checked whether GST applies.

Under Australian tax law, the following sentence must be included in this Agreement:
"*A supply of services and supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports 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."*

Signature page

_____

Nominees or Key Supported Decision Maker/s (if applicable): If the Participant has a key person or representative who supports them in their decision making around supports and services (e.g., a plan nominee / manager, advocate, parent, guardian etc.) who is party to this Agreement, please provide their details here:

Name: _____

Relationship: _____

Mobile: _____

Email: _____

Signatures

By signing this Service Agreement, Participant or nominated key supported decision maker agree to all terms and conditions listed below:

Participant name: _____

Signature: _____

Date: _____

Camp Breakaway Inc. General Manager: John Diasinos

Signature: _____

Date: _____

This Service Agreement will be uploaded to our Participant Information Database and relates to you attending a Breakaway program providing the following:

QUOTION FOR SERVICES PAGE

PARTICIPANT contact details

Your daytime phone number: _____

Your evening phone number: _____

Your mobile number: _____

Your email address: _____

Your home address: _____

The name of someone we can contact if we can't get in touch with you: _____

Their phone number: _____

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*Excludes agreed incidental costs or co contributions billed directly to the participant not included in short term accommodation charges.