

Lived Experience Service agreement

People

This service agreement is between:

NDIS participant/or their representative	Name:
And	
Provider:	Leslie Eric Martin trading as Lived Experience (Eric)
Start date:	
End date:	

Purpose

The purpose of this agreement is to describe the support provided by Leslie Eric Martin under your NDIS 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.

Eric's Responsibilities

Eric 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 Lived Experience's policies and procedures which can be found on the business' website: <https://livedexperience.au>
- follow all relevant laws, including 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 Eric] needs to cancel, or change, a scheduled service
- keep accurate records, and issue regular invoices and statements of supports provided.

Participant's responsibilities

_____ agrees to:

- work with Eric to ensure that services meet your needs
- treat Eric with courtesy and respect
- communicate openly and honestly with Eric, and discuss any concerns about services being provided
- provide Eric 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 Eric is delivering services
- pay all invoices for agreed services, transport, and/or other expenses within 28 days
- let Eric know if there is a change to your NDIS plan, if it is suspended, replaced by a new plan, or if you stop being a NDIS participant.

Supports and payments

Lived Experience will provide you with services identified in your NDIS plan. Further details are in attachment 1: schedule of supports. Currently, all prices are exclusive of GST.

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 can be found listed at <https://livedexperience.au>

For NDIA managed funds, Lived Experience 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, Lived Experience will invoice you or your nominated plan manager for services delivered (not including additional expenses), in line with the service frequency of the requested supports: e.g., weekly or fortnightly.

The NDIS sometimes changes their service pricing or rules. Lived Experience will charge in line with any changes. Lived Experience 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.

Lived Experience charges \$1.00 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.

You can only pay for a support 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, Lived Experience will share the cost equally between the participants.

Lived Experience will only claim for transport costs agreed in attachment 1: schedule of supports.

Provider travel

Lived Experience 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 Lived Experience can claim travel time, and the [NDIS price guide](#) indicates how much time can be claimed:

- Lived Experience can claim a maximum of 30 minutes [Modified Monash Model \(MMM\)](#) Regions 1-3 when travelling to deliver a support, or from one support to another.
- If the service is a core support, Lived Experience cannot claim any time travelling home or back to their office.
- If the service is a capacity building support, Lived Experience can claim a maximum of 30 minutes in [Modified Monash Model \(MMM\)](#) Regions 1-3 when travelling home or back to their office.

If travel costs are incurred, in addition to the cost of a worker's time, when travelling to deliver face-to-face supports to you, Lived Experience will charge:

- \$1.00 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, Lived Experience will invoice you monthly for agreed costs.

If a worker is travelling to support more than one NDIS participant in the region, Lived Experience will share the cost between the participants.

Lived Experience will only claim for travel time and additional costs agreed in the attachment 1: schedule of supports. A detailed summary of the NDIS schedule can be found at <http://livedexperience.au>, as well as a summary of the original document.

Non-face-to-face supports and report writing

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

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

Periods of no service

Lived Experience will be closed for operations during the three weeks over Christmas and New Year. Set dates will be provided to participants at the end of October and will be made available at <https://livedexperience.au>

Temporary transformation payment (TTP)

The TTP is a higher price limit, for providers of personal care and community access supports. If applicable, supports that have this higher price limit are detailed in attachment 1: schedule of supports.

Goods and services tax (GST)

For the purposes of GST legislation, Lived Experience is not currently registered for GST.

Cancellations

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

- do not show up for a support within 30 minutes of the scheduled start time, or
- give less than 2 business days' notice to cancel a support that is less than 8 hours long and \$1000 in value, or
- give less than 5 business days' notice for any other support.

Lived Experience 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 Lived Experience about participants with a high number of cancellations. Lived Experience will work with you to minimise cancellations and make sure your plan meets your needs.

To cancel a support please call 0481 765 405.

Changes to this agreement

Any changes need to be agreed, put in writing, signed, and dated by you and Lived Experience.

If either you or Lived Experience want to change regular services, at least 2 weeks should be given. Special circumstances will be discussed on an individual basis.

You must tell Lived Experience if there is a change to your current NDIS plan.

Ending this agreement

If you or Lived Experience wants to end this service agreement they must give 2 weeks' notice, ensuring a smooth transition away from the service. If you or Lived Experience seriously break this agreement, the agreement can end with no notice.

You must also tell Lived Experience if your current NDIS plan is suspended, replaced or if you stop being a NDIS participant. Lived Experience 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 Lived Experience, after the service agreement end date, or with a replacement plan, you need a new service agreement.

Feedback, complaints, and disputes

Lived Experience welcomes all feedback, compliments, and complaints. If you would like to provide feedback, please contact 0481 765 405 or email us at ericmartin954@gmail.com

If you are not happy with your supports and would like to make a complaint, please contact us.

If you are not satisfied with the outcome of your complaint, or do not want to talk Eric 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, Lived Experience can support you to contact and make a complaint to the National Disability Insurance Agency or NDIS Quality and Safeguards Commission.

Attachment 1: Schedule of supports

Name:		Date of birth:				NDIS number:		
Support purpose and support category number and name	Support item name and number/s	Description of support	Unit of service	Number of units	Price per unit	Total	Payment information	Comments
Is the support core, capacity building, or capital? What is the support category number and name? You can find this information in the participant's plan. You can then use the NDIS price guide and support catalogue for	Add in the name and number of line items that will be delivered. Including evening, weekend, and weekday rates, for the same support, as this will allow flexibility for the participant and provider to change support day/times. This will	In this section include: · details from the participant's plan · agreed goal(s), between the parties, that this funding will work towards* · support details including number of service hours agreed e.g. 4 hours a week for 48 weeks** · any worker travel time that will/can be claimed · non-face-to-face supports and eligible charges e.g. establishment fees that will/can be claimed. * There might be multiple goals within one support category in a plan. You can break this down in separate rows on your service agreement, as required.	Hours, days, one off fee	Estimated total number of units to be delivered. It is estimated because you might calculate the number of hours based on the weekday rate. If the weekend rate is used, the participant	Dollar amount per unit. Price limits are set in the NDIS support catalogue for registered providers. There are different rates for non-remote, remote, and very remote areas. Non-registered providers can negotiate their prices.	Number of units*, price per unit Sometimes you might start with a maximum budget amount and work backwards. For example, you might start with a \$15,000 budget and work with the participant to a description of support.	How will the provider be paid? Is the support NDIA managed, plan managed or self-managed. Example: [insert provider] will claim directly from NDIA/invoice the plan manager/invoice the participant/participant's representative.	Add any additional information that may be relevant e.g. the NDIA requires a progress report to be submitted 8 weeks before the end of the plan, or the participant does not wish to pay for Sunday supports.

more detailed information.	prevent the need for a new service agreement each time a change is made. Any changes should be in line with the 'changes to service agreement' section of the service agreement.	**Days and times can be negotiated between the provider and participant/participant's representative.		will receive less hours overall for their budget.	If you included multiple line items in the 'support item name and number' column, e.g. evening, weekend, and weekend, detail each price per unit here.			
CORE SUPPORTS EXAMPLE Core 4 – Assistance with social and community participation	Access Community, Social and Rec Activities Standard – Weekday 04_104_0125_6_1 Standard – Evening 04_103_0125_6_1 Standard - Saturday 04_105_0125_6_1	Support to enable Joe to engage in community, social and/or recreational activities. Goals: - Joe wants to increase his social network and make new friends by attending the Five Star day program with 1:1 support. - Joe would like to build social connections in his local community. He will attend events/activities of his choice with 1:1 support from a Five Star support worker. Support details: - Joe will have 6 hours of support per week for 48 weeks.	Hours	Estimated 288 (based on weekday rate. Adjusted for different days/times)	Standard – Weekday \$54.30 Standard – Evening \$59.77 Standard – Saturday \$76.18	Up to \$15,638.40	Five Star will claim directly from NDIA.	Public holiday and Sunday rates not included as Joe does not want to receive support at these times.

CAPACITY BUILDING EXAMPLE Capacity Building 7 – Support Coordination	Level 2: Coordination of supports 07_002_0106_8_3	Assistance to strengthen Joe's ability to coordinate and implement a range of both funded and mainstream supports. Goals: - Joe would like to build his independence and capacity to organise and manage the supports in his NDIS plan, and other services he uses e.g. housing, clinical mental health. - Joe would like to develop and maintain informal networks in his community and learn how to manage in times of crisis. Support details: - Joe will have 36 hours of support coordination, to be used flexibly. - This includes worker travel time to and from appointments, up to 30 minutes each way. It also includes non-face to face time such as booking appointments, report writing and stakeholder meetings.	Hours	36	\$100.14	Up to \$3605.04	Five Star will claim directly from NDIA.	The NDIA requires a report to be submitted 8 weeks before the end of the plan.
ACTIVITY BASED TRANSPORT EXAMPLE Core 4 – Assistance with social and community participation	Activity based transport 04_590_0125_5_1	During a service, Joe might travel in a support worker car. Joe agrees that up to [insert figure] km may be travelled per service/week/month [delete as appropriate] for [insert figure] services/weeks/months [delete as appropriate].	km	Up to [insert total number of km allowed] e.g. 10km per service, 3 services per week for 26 weeks = $10 \times 3 \times 26 = 780\text{km}$	\$0.85 [example of reasonable contribution detailed in NDIS price guide]	Up to [=number of units*price per unit] e.g. $780 \times 0.85 = \$663$	[insert provider] will claim directly from the NDIA.	In the comments you may add: Additional kms may be approved on an ad hoc basis if the participant/participant's representative requests so in writing.

Total budget NDIA managed \$			Total budget plan managed \$			Total budget self-managed \$		

Contact details

	Name	Phone number	Email	Address
Provider contact		0481 765 405	ericmartin954@gmail.com	35 Elsbury Approach, Clarkson, WA 6030
Participant contact				
Alternative participant contact				
Plan manager				

Signatures

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

Representative	Name	Signature	Date
Provider	Eric Martin		
Participant			

Attachment 2: Amendment sheet

An amendment sheet in your service agreement template. This will allow you to make minor changes, without having to change the whole service agreement. Minor changes might include things like change in goal, additional budget for an existing support, additional kms authorised or change in contact details. Individual organisations are responsible for defining internally for what is a minor and major change.

Change number	Type of change	Support relating to	Details of change	Date effective	Change in budget	Total new budget	Payment information	Comments
EXAMPLE ONLY 1	Change of goal	Core 4 – Assistance with social and community participation	Joe has found some voluntary work at his local dog shelter. He would like to use his support hours to help build confidence in this new environment, instead of the Five Star day program. Joe would like to amend this goal. - Existing goal: Joe wants to increase his social network and make new friends by attending the Five Star day program with 1:1 support. - New goal: Joe would like to gain voluntary experience and build informal networks in his community.	DD/MM/YY	n/a	n/a	No change	The change of goal is still increasing Joe's social and community participation. It is also using his core support budget, which is flexible.
EXAMPLE ONLY 2	Change in km allowance	Core 4 - Activity based transport	Joe would like to increase his km allowance per support to 15km. Original agreement: 10km per service, 3 services per week for 26 weeks @ \$0.85 per km. New agreement: 15km per service, 3 services per week for remaining 13 weeks @ \$0.85 per km	DD/MM/YY	+\$165.75	\$828.75	No change	n/a

Change number	Provider representative name	Provider representative signature	Date	Participant/participant's representative name	Participant/participant's representative signature	Date
1	Five Star worker	Five Star worker	DD/MM/YY	Joe Bloggs	Joe Bloggs	DD/MM/YY
2	Five Star worker	Five Star worker	DD/MM/YY	Joe Bloggs	Joe Bloggs	DD/MM/YY

Attachment 3: Copy of participant's NDIS plan