

1. Service Agreement

- a) A Service Agreement is made between a person and **Aries Care Pty Ltd** or a person's representative and **Aries Care Pty Ltd**.
- b) A person's representative is someone close to the person, for example, a family member or friend. This can include a person's Guardian or Independent Advocate.

(This Service Agreement is used to ensure that the responsibilities and wishes of the person, and responsibilities of Aries Care Pty Ltd are clear and agreed upon)

2. Agreement for the provision of services

This provider service agreement is for

and is made between

and Aries Care Pty Ltd.

This provider service agreement is effective from _____ to _____

3. Products and services

- a) The products and services you have indicated you wish to receive are listed below. Please ensure you have appropriate funding to receive these services.
- b) Where your funding is flexible, you may choose to receive services other than those initially selected in this *Service Agreement*.
- c) Please note that the below estimated amounts are charged to the services you have booked and have been provided.

4. Schedule of supports

Participant name:		NDIS number:			
Start date of agreement		End date of agreement			
Proposed Date for Services to commence or Added to Wait List:					
AGREEMENT OF SUPPORT ITEMS, DESCRIPTION, DETAILS, ITEM NUMBERS, RATE PER HOUR & TOTAL COST AGREED TO ALLOCATED TO THE END DATE OF THIS PLAN					
DATE	ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL

5. Schedule of supports and services

NDIS Plan start date	NDIS Plan end date	NDIS Number (if applicable)
<i>Summary of service or services being provided:</i>		
<i>Approved service locations:</i>		

- a) The participant or their representative must provide the appropriate information for safeguarding detailed below.
- b) Please Note: Aries Care Pty Ltd does not assess this information; this information *must be provided by the participant or their representative.*

Customer staffing ratio	Overnight support	Participant needs
<p>c) This may vary depending on a change in environment or customer support requirements. Aries Care Pty Ltd shall always seek to provide services using a staffing ratio specific to the customer's needs.</p> <p>d) Where this is not possible, you will be charged at the staffing ratio applicable to the service that has been provided. Aries Care Pty Ltd will notify you where possible in advance, if the customer's specific staffing ratio cannot be provided.</p> <ol style="list-style-type: none"> a. Please note: Passive overnights can be shared. If a passive overnight becomes active, Aries Care Pty Ltd may, at its discretion, charge the active overnight rate to the customer who required this care. <i>The Aries Care Pty Ltd Schedule of Rates is applicable to the services to be provided under this Service Agreement. Please note: the NDIS Pricing Guidelines are used by Aries Care Pty Ltd.</i> 		

6. Contact details

Participant information

Full Name		
Participant residential address		
Date of Birth		
Email address		
Telephone number		
Participant representative information	Full Name	
	Address	
	Email	
	Phone	
	Nature of relationship	
Aries Care Pty Ltd information		
Company representative (Full name and position)		
Telephone number	Business hours	
	After hours	
Email		
Business address		

Please note: Where an email address has been provided, all communication will be via email.

7. Payment information

Payment shall be sought as follows:

- Where the participant self-manages funding for Services or Supports provided under this Service Agreement**

Aries Care Pty Ltd will send an invoice for those services to the participant. The participant will pay the invoice within the timeframe specified on the invoice.

- Where a Plan Nominee (Representative) manages funding for Services and Supports provided under this Service Agreement**

Aries Care Pty Ltd will send an invoice for those services to the Customer's Representative to pay. The Customer's Representative will pay the invoice within the timeframe specified on the invoice.

Billing Address	
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- Where an Agency (example: NDIA) manages funding for Services and Supports provided under this Service Agreement**

Aries Care Pty Ltd will claim payment for those Services from the Agency.

Where Agency Managed please tick the frequency in which you approve Aries Care Pty Ltd to raise an Agency Service Booking for services required under this Service Agreement.

- Entire Service Agreement Quarterly Monthly Ad Hoc

- Where the Registered Plan Management Provider identified below manages funding for Services and Supports provided under this Service Agreement**

(Insert name of Registered Plan Management Provider)

Aries Care Pty Ltd will send an invoice for those services to the Plan Manager to pay. The Plan Manager will pay the invoice within the timeframe specified on the invoice.

Please note where an email address has been provided, we, Aries Care Pty Ltd will send invoices via email.

8. Documents applicable to this service agreement

I confirm I have read and agree to the following:

a. Aries Care Pty Ltd Terms and Conditions

The Aries Care Pty Ltd Terms and Conditions are applicable to the services to be provided under this Service Agreement. Please note:

b. NDIA Schedule of Rates

Aries Care Pty Ltd uses the NDIS Pricing Guidelines for their Schedule of Rates. Please note: These prices can be amended at the NDIA's discretion and the latest version of the Schedule of Rates are available on the NDIA website.

c. I confirm I have provided the following information to Aries Care Pty Ltd:

- 1) Customer Consents documents

All customer consent documents need to be filled in prior to service commencement, the customer consents required are (a) Application Form, (b) Consent to obtain and Release Information and (c) Medication Authority Form.

d. Your NDIS Plan (If Applicable)

Please Note: It is not mandatory for the customer to provide their NDIS plan.

The Parties agree to all items within this Service Agreement.

Full name of Participant or Representative

Signature of Participant or Representative

Date

Full name of Aries Care Pty Ltd representative

Signature of Aries Care Pty Ltd representative

Date

9. Terms and conditions

Customers' Rights

9.2 Aries Care Pty Ltd “we, us, our” is committed to the National Standards for Disability Services:

- a) Aries Care Pty Ltd upholds individuals’ rights to freedom of expression, self-determination and decision-making and actively works to prevent abuse, harm, neglect and violence.
- b) Aries Care Pty Ltd works with individuals and families, friends and carers to promote opportunities for meaningful participation and active inclusion in Society.
- c) Aries Care Pty Ltd services and supports are assessed, planned, delivered and reviewed to build on individual strengths and enable individuals to reach their goals.
- d) Aries Care Pty Ltd upholds the right of people with disability to exercise choice and control in an environment that is supportive, engaging, respectful and positive.
- e) Aries Care Pty Ltd upholds customers’ right to give, or not give, their consent for sharing information. (Attachment 1).

10. Conditions applicable to the Service Agreement

10.2 [This Service Agreement aims to:](#)

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

10.3 [Schedule of Services and Supports](#)

- a) Aries Care Pty Ltd agrees to provide the Customer with the Services set out in the **“Schedule of Services and Supports”** within the service agreement. All prices are GST inclusive (if applicable).

- b) Additional expenses are the responsibility of the Customer/Customer's Representative and are not included in the cost of the Services and Supports. Responsibilities of parties are described below to show what is and is not included in the service/product provided by Aries Care Pty Ltd. Examples are not limited to those shown.

11. Responsibilities of the Customer / Customer's Representative

11.2 As our Customer and/or the Customer's Representative you agree to:

11.3 fully inform Aries Care Pty Ltd about how you wish the Services and Supports to be delivered to meet your needs;

- a) provide Aries Care Pty Ltd with accurate information about your health and support needs, and any changes that may occur during this service agreement;
- b) complete all relevant consent forms to ensure Aries Care Pty Ltd can provide the best service to you;
- c) treat Aries Care Pty Ltd and its employees, representatives and volunteers with courtesy and respect, and understand that behaviour such as harassment, violence, abuse, aggression, theft or property damage is a breach of Aries Care Pty Ltd values and will be managed appropriately;
- d) including but not limited to:
 - i) not using any prohibited or illicit substances whilst in Aries Care Pty Ltd properties;
 - ii) breaching house rules set for a property;
- e) talk to an identified key person at Aries Care Pty Ltd if you or your Representative has any concerns about the Services and Supports provided;

- f) not enter into an agreement with any other provider for the same services, without providing Aries Care Pty Ltd with at least 14 days' notice of termination of this Service Agreement (or services and supports included in this Service Agreement);
- g) let Aries Care Pty Ltd know immediately if your NDIS plan (or other funding arrangement) is changed, suspended or replaced by a new NDIS plan (or other funding arrangement);
- i) let Aries Care Pty Ltd know immediately if you have used all your funding; and
- ii) be responsible for payment of any services that you agreed with Aries Care Pty Ltd to be delivered, that cannot be claimed from your NDIS plan (or other funding arrangement).

12. Responsibilities of Aries Care Pty Ltd

12.2 Aries Care Pty Ltd agrees to:

- a) review the Services provided to you at least annually and in accordance with the terms of this Service Agreement (or as and when requested by you or your representative);
- b) provide supports within the agreed scope as documented in the **"Schedule of Services and Supports"**;
- c) communicate openly and honestly in a timely manner;
- d) treat you with courtesy and respect;
- e) consult with you on decisions about how services and supports are provided;
- f) give you and/or your representative information about managing any complaints or disagreements;
- g) listen to your feedback and resolve problems as quickly as possible;
- h) give you 14 days' notice if Aries Care Pty Ltd needs to end this Service Agreement.

Where we identify there is a serious risk to our business or our employees, contract staff, volunteers and others, we may exercise our right to withdraw services and supports without notice;

- i) protect your privacy and confidential information as per the Australian Privacy Principles.
- j) 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;
- k) keep records on the Services we provide to you;
- l) issue invoices and statements to you or your Representative (where applicable) of the Services delivered

13. Your Privacy

As our Customer, Aries Care Pty Ltd will ask you to provide us with personal information to ensure that we can safely provide you with appropriate and effective services and supports.

Aries Care Pty Ltd will endeavour to protect your privacy and safeguard your personal information. Information about you will not be disclosed outside of Aries Care Pty Ltd (and those working directly with Aries Care Pty Ltd) without your written permission.

We will only disclose your personal information without your consent or permission, where required by law and/or Aries Care Pty Ltd duty of care overrides privacy issues and sharing information can reduce a risk. State Government Information Sharing Guidelines will be applied.

Aries Care Pty Ltd will not use your information for promotion or advertising without specific approval from you or your representative.

Unidentified data may be reported to the Commonwealth and/or State Governments to provide statistical information on usage of Aries Care Pty Ltd services. Unidentified data is also collected to support Aries Care Pty Ltd quality and continuous improvement processes.

14. Other Payments

Aries Care Pty Ltd may seek payment using a mix of the above payment methods where applicable. Where funding is not available or becomes unavailable, and those Services and Supports have been provided by Aries Care Pty Ltd to the Customer, the Customer/Customer's Representative agrees to pay within 21 days of a demand being made to the Customer/Customer's Representative, the outstanding payment for the unfunded services provided.

15. Goods and Services tax (GST)

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

A supply of Services and Supports under this Service Agreement is a supply of one or more of the reasonable and necessary services and supports specified in subsection

33(2) of the **National Disability Insurance Scheme Act 2013** (NDIS Act) as included in the Customer's NDIS plan currently in effect under section 37 of the NDIS Act.

16. Changes to the Service Agreement

- a) If changes to the Services and Supports or their delivery are required, the Parties agree to discuss and review the Schedules to the Service Agreement. Any changes to the Services and Supports may result in a change to the cost of Aries Care Pty Ltd providing the Services and Supports and any such change in cost will be charged to the Customer in accordance with the terms of the latest Service Agreement.

The Service Agreement and Rate Schedules are subject to review and adjustment as appropriate at the discretion of Aries Care Pty Ltd as guided by the latest version of the NDIA pricing guidelines.

17. Adjustment to Price of Services

The price of the Services and Supports to the Customer as provided under this Service Agreement are subject to review and adjustment as appropriate at the discretion of Aries Care Pty Ltd.

18. Additional Health Supports

- a) If a Customer becomes unwell or in any case requires additional health services or supports whilst in the care of Aries Care Pty Ltd, Aries Care Pty Ltd or its representative, in the best interests of its customer, will seek additional medical support for the Customer.
- b) Costs incurred for Medical Support (e.g. Ambulance Costs) will be payable by the Customer/Customer's Representative.

19. Ending the Service Agreement

Should either party wish to end the Service Agreement they must do so in writing and give 14 days' notice. If the service being provided is Supported Independent Living (SIL) give at least 60 days' notice. If either party seriously breaches this Service Agreement, the requirement of notice will be waived. Non-payment by the customer (or their representative) of invoices according to the agreed terms shall be considered a serious breach.

Any outstanding monies owing to Aries Care Pty Ltd for the provision of Services and Supports, any additional Services or medical supports at the time of termination of the Service Agreement must still be paid to Aries Care Pty Ltd as otherwise required under this Service Agreement.

20. Feedback, Complaints and Disputes

Feedback: if the Customer wishes to give the Provider feedback, the Customer can talk to the nominated contract Service Manager.

Complaints: If you as our Customer, or your representative are not happy with the provision of services or supports by Aries Care Pty Ltd and you wish to make a complaint, you can contact our Care Coordinator Lead on email elijah@ariescare.com.au