This Agreement is made between:

|  |  |
| --- | --- |
| Participant’s Name: |  |
| FUNDING PROVIDER Number: |  TAC  Funds in Court  Other ………………… |
| Nominee/Representative Name: |  |
| Mobile & Email: |  |
| Address: |  |
| Participant Response in an Emergency Situation | Independent  Needs assistance  Full support  |

And **Kyeema Support Services Inc. (Kyeema)**

This agreement will commence on the **……/……….…/……**

This agreement will cease on the ……/……………/……

**Kyeema** agrees to provide independent supports as per agreed Fee Schedule or Schedule of Supports for this time, subject to sufficient funds in the participant’s funding provider plan.

Service fees will be charged according to the TAC Fee Schedule in effect at the time of service delivery. No additional charges will be applied unless approved in writing by TAC.

All fees must be pre-approved by Funds in Court. No fee variations or additional charges will apply without written approval.

The supports and their prices are set out on the **Schedule of Supports** (CCF-72) and are subject to change in line with funding provider prices and guidelines, funding periods, and participant choices.

**Provider’s responsibilities:**

Kyeema agrees to:

* review the service with me regularly and/or on plan renewal
* work with me to provide supports that fit my needs and at my preferred times
* treat me with courtesy and respect
* deliver supports that are appropriate to my needs, goals and preferences
* consult me on decisions about how my supports are delivered
* listen to my feedback and resolve problems quickly
* keep clear records on services provided to me
* protect my privacy and my confidential information
* provide my supports in a manner consistent with all relevant laws
* support me during an emergency or disaster by:
	+ Maintaining essential supports where possible
	+ Conducting regular check-ins
	+ Referring to the emergency information in your Participant Information Form (CCF-40)

**Participant’s responsibilities:**

I agree to:

* work with **Kyeema** to ensure that the services and supports delivered meet my needs
* treat others with courtesy and respect
* talk to **Kyeema** if I have any concerns about the services or supports being provided
* Monitor my FUNDING PROVIDER budget, including funding available in each funding period, and plan my supports accordingly
* Inform **Kyeema** within two (2) days if there is a change to my available funding, including:
	+ A plan review
	+ My use of other support providers
	+ A change in how the NDIA releases my funding (e.g., a new funding period or revised budget allocation)
* inform **Kyeema** if my funding provider plan is suspended, replaced or if I stop being a participant in the funding provider
* Collaborate with **Kyeema** to adjust my services if funding availability changes or new funding periods begin
* Share my funding provider plan or share key details from my Plan that limit spending - like stated supports, funding periods and budget allocations.

**Agreed Costing for Supports:**

[ ] Schedule of Supports Form CCF-72 or alternative documentation or insert below

**In relation to my FUNDING PROVIDER funding:**

* funding periods may vary across different support categories (e.g., Core, Capacity Building, Capital)
* funding may be released in instalments aligned to the assigned periods by the NDIA.
* Kyeema will align support delivery and adjust the invoicing as required to match the timing and amount of available funding in each period.
* If Kyeema are notified of funds been exhausted within a funding period, Kyeema will put supports on hold until notified of available funding

**Short Notice Cancellation (or no show)**

I will give Kyeema notice for any support that I am unable to attend. I will give seven (7) business days’ notice for supports and two (2) clear business days’ notice for other support such as House & Garden as per the attached Short Notice Cancellation schedule. Consideration for a reduced notice period will be given under special circumstances.

Kyeema may claim for a cancelled service (or no show) if the required notice is not given and if alternative work is not found for the relevant worker.

**Travel Costs**

I agree that the following travel costs may be claimed under this agreement, which includes staff travel time and other travel costs:

* School Holiday Programs, weekend Breakaways, NWA Men’s group and Teen R&R are charged a transport contribution. These costs will be printed on a flyer that goes out before each outing. This helps pay travel costs as well as program expenses.
* Day Activity participants will be charged a travel fee for out of centre programs. This will be charged on the distance the activity is from the centre. Day Activities will charge a set amount per term for consumables used within the centre such as for morning tea, lunch, toilet and craft programs.
* Staff travel time is the time needed to travel from their workplace to my chosen location and return.
* Other travel costs may include non-labour costs such as road tolls, parking fees and the running costs of the vehicle.
* Other travel costs not covered in my funding provider Plan must be paid by me.

All travel claims are based on current funding provider Pricing Arrangements and Price Limits hourly rate for the support item the travel relates to.

**Group Supports**

Kyeema’s Day Activities and Supported Employment Services use the 6-month Program of Support introduced by the FUNDING PROVIDER in 2023. This is a regular booking for the required support that is reviewed May and November each year. Opting out of the Program of Support is by arrangement with the Day Activities Coordinator as it may limit the group activities the participant can engage in.

**Non-Face-to-Face Support Provision**

Kyeema staff may work on my behalf at times when I am not present. My FUNDING PROVIDER funds will be charged for this time, according to FUNDING PROVIDER guidelines.

**Changes to this agreement**

If I need to change anything about my support, I will discuss it with Kyeema.

**Goods and services tax (GST)** I will not be charged GST

**Ending this agreement**

Should either **Kyeema** or I wish to end this agreement, we agree to give one months’ notice. If either **Kyeema** or I seriously breach this agreement, then the agreement can be broken immediately.

**Feedback and complaints**

If at any time I wish to give **Kyeema** any feedback or speak up about a problem with my service, I can speak to any **Kyeema** staff member.

I can speak to a participant advocate whose contact details are prominently displayed at all **Kyeema** sites and in the **Speaking Up Brochure** included in my Intake Pack.

I can also call the NDIA to make a complaint on: 1800 800 110

**Agreement signatures:**

All parties agree to the terms or conditions of this agreement.

Signature of Participant:

 Date:

|  |
| --- |
| If signed by Nominee: I confirm that this agreement has been explained to the participant if the person has the capacity to understand this, and that otherwise I make these decisions in the participant’s best interests: Signature of Nominee:  Date: Name: Relationship to Participant:  |

Signature on behalf of provider:

 Date:

Name: Position:

Short Notice Cancellation Schedule

**Short Notice Cancellation – 7 business days**

For Disability Support Worker support, seven (7) business days’ notice of cancellation is to be given to avoid being charged for the scheduled support. This includes, but is not limited to, the following supports:

* Assistance with self-care activities including High intensity
* Night-time sleepovers
* Assistance in Supported Independent Living
* Short Term Accommodation including STA Assistance with self-care
* Medium Term Accommodation
* Access Community, Social and Recreational Activities including High Intensity
* Group Activities including High Intensity (excluding Day Programs and Supported Employment)
* CB – Assistance with Life Skills
* CB – Skills Development and Training
* CB – Individual Social Skills Development
* CB – Assistance with Decisions, Budget
* CB – Assistance with Daily Living

As per funding provider guidelines, you will not be charged if alternative billable work is found for the worker, or in the case of a casual worker, if sufficient notice is given.

**Short Notice Cancellation – 2 clear business days**

For non-Disability Support Worker support, two (2) business days’ notice of cancellation is to be given to avoid being charged for the scheduled support. This includes, but is not limited to, the following supports:

* Assistance with Personal Domestic Activities
* House or Yard Maintenance
* House Cleaning and Other Household Activities
* Support Coordination Level 2 and Level 3
* CB – Community Engagement Assistance