

DHS Disability Services

SERVICE AGREEMENT

Part 3: Terms and Conditions

The Service Agreement is made up of three parts and these Terms and Conditions should be read with the other two Service Agreement sections, Part 1 – Party Information and Part 2 – Service Summary.

These Terms and Conditions are part of the legal agreement and provide further information about how services will be delivered, and the rights and responsibilities of each party involved in the agreement – you and DHS.

These Terms and Conditions are subject to change and if a change is made, you will be provided with seven (7) days of written notice.

The current version of the Terms and Conditions is always available via the DHS Disability Services website: [Part 3 - Terms and conditions | DHS Disability Services](#).

These Terms and Conditions include information about the following topics:

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1 Disability support funding arrangements

DHS supports clients funded through different funding arrangements, including:

- National Disability Insurance Scheme (NDIS)
- Disability Support for Older Australians (DSOA)
- My Aged Care
- Lifetime Support Authority (LSA)

These terms and conditions should be considered in-line with the funding you receive for your disability support.

2 DHS' responsibilities to you

DHS agrees to:

- 2.1 Provide services according to the Service Summary and consult you on how they are delivered.
- 2.2 Provide information about the services you receive, if you initiate an unscheduled NDIS plan reassessment with the NDIA. If we are the provider of your Support Coordination or your Specialist Support Coordination we can also support you to engage in this process with the NDIA.
- 2.3 Communicate openly and honestly with you, in a timely manner and treat you with courtesy and respect.
- 2.4 Treat you in accordance with the [‘DHS Customer Charter’](#) and the [‘DHS Disability Services Zero Tolerance to Abuse and Neglect of People with Disability Strategy’](#)
- 2.5 Deliver services in accordance with all relevant professional standards including the [‘National Disability Insurance Scheme Act 2013’](#) and associated rules.
- 2.6 Ensure DHS employees comply with the [‘South Australian Public Sector Code of Ethics’](#), issued in accordance with the South Australian [‘Public Sector Act 2009’](#), and comply with all screening requirements relevant to delivering disability services.
- 2.7 Comply with the [‘DHS Conflict of Interest Policy’](#) regarding employees. Additionally, we will ensure that when you provide any personal information we will comply with relevant NDIS standards that prioritise your choice and control when deciding how you wish to receive services from your NDIS funds.

- 2.8 Adhere to the [‘DHS Disability Services Complaints and Feedback Policy’](#) and the [‘National Disability Insurance Scheme \(Complaints Management and Resolution\) Rules 2018’](#) to resolve complaints and disputes.
- 2.9 Cooperate and provide you with support if you want to exit DHS and be supported by a different service provider.
- 2.10 Do what is reasonably practicable to offer you an alternative service or staff member so services do not need to be cancelled. You will not be charged for any services that DHS cancels and cannot provide a substitute for or reschedule.

3 Your responsibilities to DHS

You agree to:

- 3.1 Fully inform DHS about how you want services to be delivered to meet your needs and communicate with us if you have concerns about the services you are receiving.
- 3.2 Provide DHS with information about your health and support needs and inform us of any changes to your needs.
- 3.3 Show courtesy and respect to DHS staff.
- 3.4 Provide DHS with the right to access your home to provide services to you.
- 3.5 Provide a safe environment for DHS to provide services to you.
- 3.6 Be cooperative with other clients when living in shared arrangements, and open to sharing with other people, if you live in a multi-bedroom house.
- 3.7 Accept when living in a home with capacity for shared living, you will use shared areas with other clients and allow staff access to these areas to provide support (including office area where applicable).
- 3.8 Constructively work with DHS to progress suitable matching of people to share the house, when any vacancies are available.
- 3.9 Inform us of the services you want to purchase through DHS including the portion of funding available for services.

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- 3.10 Pay for services that are accepted but not funded through your disability support funding arrangement. This could include additional costs due to choosing to live alone.
- 3.11 Only seek services from DHS for which you have not already made a financial commitment to another service provider for the same funding allocation.
- 3.12 Not willfully or neglectfully damage DHS property. If this does happen, you agree to pay DHS the cost of fixing or replacing the property, when it is requested by DHS.
- 3.13 Indemnify DHS from and against all claims and losses arising from or in connection with any willful, tortious or unlawful act or omission by you, except to the extent the claim or loss is caused by the negligence of DHS.
- 3.14 Advise DHS within seven (7) days if there are changes to your or your decision-maker's details or contact information.
- 3.15 Provide DHS with two (2) business days' notice for one-off service cancellations, for the following service types:
- Community participation
 - Positive behaviour supports
 - Support coordination and specialist support coordination
 - Allied health services
 - Appointments relating to equipment and assistive technology
 - Appointments for the provision of Disability-Related Health Supports as delivered by a DHS nurse.

Provide notice of the cancellation to:

- Email: DHSDisabilityServicesBusinessSupport@sa.gov.au
- Telephone: 1800 952 962

If you are unable to notify us of cancellation within this time period, we may still invoice for the service as planned.

- 3.16 Provide DHS with required notice to cease ongoing services (see '[Ending the Service Agreement](#)')

3.17 If you are funded for your disability supports through the NDIS, you also agree to:

3.17.1 Provide DHS with a copy of your NDIS Plan and your NDIS Home and Living Supports letter and any other relevant NDIS documentation and consents. This includes providing any new or updated version of these documents as they are received.

3.17.2 Inform us if your NDIS funding will not cover, or you have concerns that it will not cover your service and support needs for the duration of this Service Agreement. Any overspent funds will be reported to the NDIA and a debt recovery process will be followed.

3.17.3 Inform DHS of your financial commitment to other service providers where you have multiple providers delivering services, and provide DHS all necessary consents to engage with your relevant providers and/or your Plan Manager

3.17.4 Advise DHS within seven (7) days if any of the following occur:

- there are changes to your NDIS information or your NDIS Plan
- you have requested an NDIS review of a decision or change of situation
- you appoint or change your Plan Manager (if relevant)
- you appoint a new Support Coordinator (if external to DHS)
- you have changed the days and/or times of activities provided by an external Community Participation provider.

4 Your privacy

DHS agrees to:

4.1 Comply with the South Australian '[Information Privacy Principles](#)' and '[Information Sharing Guidelines for Promoting Safety and Wellbeing 2013](#)'. Your informed consent for the sharing of information will be sought and respected in all situations unless:

- It is authorised or required by law, or
- It is unreasonable or impracticable to seek consent, or consent has been refused and the disclosure is reasonably necessary to prevent or lessen a serious threat to the life, health or safety of a person or group of people.

- 4.2 Keep full and accurate accounts and financial records of the services delivered to you, household expenses and records of agreements as set out in the '[NDIS \(Provider Registration and Practice Standards\) Rules 2018](#)'.
- 4.3 Keep full and accurate records of any complaints DHS receives as set out in the '[NDIS \(Complaints Management and Resolution\) Rules 2018](#)'.
- 4.4 Maintain records as per the '[State Records Act 1997](#)'.

DHS will:

- 4.5 Provide de-identified data to Australian and South Australian Government Departments, as required to provide statistical information and use de-identified data for DHS' ongoing quality and continuous improvement activities.
- 4.6 Provide the NDIS and other relevant Australian and South Australian Government Departments and Agencies, as well as accredited third-party auditors, access to your information and material relating to the provision of services you have agreed to receive, for the purpose of undertaking audits.

5 Fees and payments

5.1 NDIS Pricing Arrangements and Price Limits

- 5.1.1 As an NDIS registered provider, DHS complies with the '[NDIS Pricing Arrangements and Price Limits](#)' which sets out the general pricing arrangements that apply to services in the NDIS. You can find further information about this and associated documents via the NDIS website: www.ndis.gov.au/providers/pricing-arrangements
- 5.1.2 The rates for specific services delivered by DHS is available via the [NDIS Schedule of Rates on the DHS Disability Services website](#).
<https://dhs.sa.gov.au/how-we-help/disability/our-ndis-services/ndis-schedule-of-rates>.
- 5.1.3 The NDIA review NDIS prices annually. DHS will apply increases to service rates, reflecting NDIA changes, when they are introduced. A new Service Agreement with the updated rates will not routinely be provided after the annual rate increase, but you may request a copy by contacting:
 - Email: DHSDisabilityServicesBusinessSupport@sa.gov.au

- Telephone: 1800 952 962
- 5.1.4 Routine billing for regular SIL will typically be using the weekly claiming process, in line with the description via [SIL claiming | NDIS](#). In some circumstances we will charge using the hourly claiming process, which will be described in Table 1 Service Summary.
- 5.1.5 If you pass away while receiving services under this Service Agreement, we may continue to claim for SIL supports weekly for a period of up to 28 days or 4 weeks, in line with the [NDIS unplanned exit process and Bereavement Addendum](#).
- 5.2 For NDIS Participants and those funded for support through and Disability Support for Older Australians (DSOA):
- 5.2.1 Services will be delivered based on your service and support needs as they are outlined in your NDIS Plan or DSOA Individual Support Package (ISP). If your need for services includes planned changes over the period of the Service Agreement, we will advise you of the cost of the services and, where relevant, claim the amount related to that changing amount of support.
- If the change is not a consistent amount each week for the year, we will tell you what the cost will be. This may apply where existing services are delivered at a higher rate, than what has been proposed in a new NDIS plan or when a transitional or stepdown support model is required.
 - If the changes you need in services and support means you need an NDIS Plan or DSOA ISP review, we will support you by providing information about the services you receive, so conversations with the relevant disability support funder can happen.
- 5.2.2 Where DHS provides transport using a DHS-supplied vehicle, that is not a part of Community Participation provision, this will be invoiced as one of our service delivery areas, as a fixed monthly fee across your NDIS Plan duration. This fee will cover all vehicle usage and the cost of maintaining a vehicle available for use. The transport funding allocated to DHS is shown, if applicable, in Table 1 Service Summary in this document. This amount will be divided evenly and charged over 12 months.
- 5.2.3 Activity-based transport (e.g. for Community Participation) and non-labour provider travel costs will be charged at the recommended NDIS rates. The

‘modified vehicle’ rate will apply for all transport provided in a modified vehicle.

5.2.4 For NDIS PACE Plans that do not specify an amount of Irregular SIL funding, DHS will reserve the remaining balance of your Home and Living supports funding. This will be claimed or invoiced if and when it is utilised for irregular support delivery. If applicable, this amount is shown in Table 1 Service Summary in this document.

5.3 For those funded for support through the South Australian Government’s Lifetime Support Authority:

5.3.1 DHS complies with [‘The Lifetime Support Scheme Rules’](#).

5.4 Additional health supports and hospitalisation

5.4.1 If you require medical health services, these costs will be payable by you. This includes ambulance and hospital expenses.

5.4.2 DHS will support you to obtain medical care if it is needed and to return to SIL, Assistance with Daily Life or Disability Aged Care when you are ready.

5.4.3 For NDIS participants in shared living arrangements, DHS will continue to claim against NDIS plans based on the NDIS program of support approach, even if you are not receiving services from DHS because you are in hospital.

5.5 Charging Goods and Services Tax (GST)

5.5.1 NDIS service delivery is GST-free in the following circumstances:

- You have an NDIS Plan in effect;
- Service delivery includes reasonable and necessary supports that are specified in the NDIS Plan’s statement of supports;
- This Service Agreement is agreed to by both parties;
- It is a service covered in: [A New Tax System \(Goods and Services Tax\) \(GST free Supply—National Disability Insurance Scheme Supports\) Determination 2021](#)

5.5.2 Where the Client Fees DHS Managed arrangement applies to you/is payable by you, fees are GST free.

5.5.3 If GST is payable on property damage, this will be passed on to you if we are seeking to reclaim expenses based on repairing or replacing property.

5.6 Paying for everyday living expenses

5.6.1 Disability Aged Care

- As a recipient of Disability Aged Care services funded through My Aged Care, you will pay a basic daily fee to DHS that includes meals, cleaning, facilities management and laundry.
- To find out more about the My Aged Care basic daily fee, visit the Australian Government's Department of Health and Aged Care, Schedule of Fees and Charges for Residential and Home Care.

5.6.2 NDIS

- Everyday living expenses are those costs an individual has, that are not related to their service needs and therefore not funded by the NDIS. They include groceries, utilities, communal furniture, white goods and general household consumables and are expenses that must be paid for by you.
- To understand the services and consumables funded by your disability support funding, you can read your NDIS Plan and the 'NDIS Pricing Arrangements and Price Limits'.
- You are responsible for paying for and coordinating those expenses that are not funded through your disability support funding.
- The exception to this is clients who are in a house that has the Client Fees DHS Managed or DHS Managed – HEN arrangement.
 - In these arrangements, some everyday living expenses are coordinated based on a fee you pay to DHS. A full list of payment arrangements for Client Fees and the specified everyday living expenses that are included in the DHS Managed arrangement can be found in ['DHS Disability Services - Client Fees Schedule'](#).
 - Those items and services not covered by your applicable payment arrangement must be organised and covered by you.
 - The DHS Managed arrangement is no-longer available for homes that are now on the Individually Managed arrangement.

6 Your assets and property

- 6.1 As outlined in the [‘DHS Disability Services – Client Asset Management Policy’](#), an inventory of your assets and property will be documented in an Asset Register, on admission and departure from a home.
- 6.2 DHS is liable for any loss or damage to your property if that loss or damage was caused by the negligence of DHS.
- 6.3 The replacement of lost or damaged property is otherwise your responsibility. You can choose to insure your belongings to protect them.
- 6.4 Any of your property included in the Asset Register, that needs to be disposed of must be approved by you and the DHS Team Leader/Manager, including the method of disposal. If there is a cost associated with disposal, this will be at your expense. The Asset Register will be updated at this time to reflect the reason and method for disposal.
- 6.5 If you pass away while receiving services under this Service Agreement, assets will be disposed of according to your legal Will (if there is one) or directions taken from a person named in the Will. This could be a power of attorney, administrator or family and/or friend. All instructions to DHS should be in writing and your assets need to be disposed of within seven (7) days. If there is a cost associated with removing property, this will be at the expense of your estate.

7 Areas of service delivery

The purpose of this section is to outline terms and conditions that are specific to service area types.

- 7.1 Supported Independent Living (also known as SIL) and Assistance with Daily Life
 - 7.1.1 Passive (sleepover) night support and/or drop-in night support
 - If the service you receive includes passive or sleepover night support, you acknowledge that the support worker sleeps at your home in a separate room and has access to home utilities and facilities. The staff member is not active throughout the night, unless support is required.
 - 7.1.2 Filling share house vacancies

- If you live in a shared house arrangement, you will be informed as soon as reasonably practicable as to service vacancies in your home and how those vacancies will be filled.
- Where services are received in a shared setting, based on the funding that you receive for disability support, you take all steps to cooperate with clients and staff to fill house vacancies.

7.1.3 Living in a cluster site or side-by-side property

- If you live in a side-by-side or cluster site, where there is more than one dwelling supported by DHS, this is treated as a single property.
- This means that DHS will be the only SIL provider for all dwellings within the side-by-side or cluster site.
- If you would like an alternative SIL provider, this will need to be arranged as a part of moving to a different dwelling.

7.1.4 Responsibilities of your housing provider

- Your housing provider is responsible for managing your lease and those of your housemates (if relevant).
- Matters relating to the property should be raised with your housing provider. These topics include, but are not limited to:
 - Property maintenance
 - Your SDA funding and related modifications
 - Your lease
 - Disputes with your housemates
 - Decommissioning of vacancies

7.2 Community Participation

7.2.1 Organising a holiday utilising Community Participation funds

- DHS can provide support for you during a holiday, if your NDIS funding allows for this and we are your Community Participation provider.
- If we are not your Community Participation provider and you are organising a holiday, we will cooperate with you and the relevant service provider so that you can meet your NDIS goals. You will need to discuss support costs associated with your holiday with the service provider.

7.2.2 Activity-based transport

- When your Community Participation activity, or Improved Relationships activity, or other supports, involves transporting you to, or from, a different location, we may include this transport component in the claim/invoice.

7.3 Medium Term Accommodation

7.3.1 DHS provides a Medium Term Accommodation (MTA) service at the Transition To Home facilities.

7.3.2 These supports will be invoiced or claimed via the MTA funding line in your NDIS Plan or from your flexible core supports funding if there is not a specific MTA line.

7.4 Assistive Technology and Equipment

This section only applies to assistive technology and equipment provided to you as a result of the services delivered by DHS. This section does not apply to assistive technology and equipment, or any other items or equipment not provided by DHS as part of this service provision.

7.4.1 DHS provides a broad range of loan equipment options. Services include the delivery, repair and collection of loan assistive technology and equipment.

7.4.2 Loan equipment is owned by DHS or our suppliers, and equipment is provided on loan.

7.4.3 You must not make modifications to loan equipment. If it no longer meets your needs, or you require different equipment, you must contact DHS to discuss your options.

7.4.4 The loan equipment you receive must only be used by you and will come with an asset sticker.

7.4.5 You are responsible for care of the loan equipment as described on any equipment fact sheets or safe operating procedures supplied to you.

7.4.6 Replacement of loan equipment that has been damaged, lost or stolen is at our discretion.

- 7.4.7 DHS is responsible for arranging all repairs for loan equipment and will cover all reasonable repair costs.
- 7.4.8 Normal repair hours are between 8.30am and 5pm Monday to Friday.
- 7.4.9 An emergency out-of-hours repair service operates between:
- 5pm to 11pm Monday to Friday, and
 - 9am to 5pm on weekends and public holidays (excluding Christmas Day)
- 7.4.10 DHS may replace the loan equipment if it can be easily swapped for an equivalent item. If the loan equipment cannot be swapped and a repair is needed, then a repairer will contact you within 24 hours.
- 7.4.11 If the loan equipment requires repair at a workshop for an extended period, the DHS Equipment Program may provide a similar replacement or temporary loan item. If you live in a country area, the loan equipment may need to be sent to Adelaide if a local repairer is not available.
- 7.4.12 DHS can arrange a maintenance check of high-risk loan equipment items, such as beds or hoists.
- 7.4.13 If the loan equipment item cannot be repaired and needs to be replaced, we will contact you to discuss your options.

8 Continuity of service delivery

8.1 New or amended NDIS plans

- 8.1.1 A new Service Agreement will be needed when you receive a new NDIS Plan from the NDIA due to NDIS Plan expiry or in response to a change in your needs or circumstances.
- 8.1.2 Where your NDIS plan is replaced with a new NDIS plan, DHS will continue to provide and claim for services in accordance with the service summary from your previous Service Agreement until the day before the start of your new plan.
- 8.1.3 Where your NDIS plan end date has been extended (i.e. your NDIS plan has been rolled over), DHS will extend your Service Agreement, for both the duration and funding increases available with the NDIS plan extension. If you

do not want DHS to continue to provide services in line with this approach, you must advise DHS within 7 days of your NDIS plan extension.

8.1.4 DHS requires a copy of your new NDIS plan, within 30 days of it being issued to you by the NDIA, to continue delivering services. If the new NDIS plan is not provided within this timeframe, we will interpret this as intent to cease receiving services from DHS and we will engage you in a conversation about ceasing service delivery.

8.1.5 When a new Service Agreement has been prepared in line with the supports you are receiving from DHS, we will actively seek your consent to the proposed Service Agreement. After 14-days of the Service Agreement being provided, and 3 written attempts to gain your consent, if services continue to be accepted, we will assume your implied consent of the Service Agreement.

8.2 Use of agency staff

8.2.1 DHS may use a staff agency provider to deliver services under this Service Agreement where required so services can continue to be delivered.

8.2.2 An agency staff member is trained and skilled for the role they are performing and while working in DHS, works to our policy and procedures and the '[South Australian Public Sector Code of Ethics](#)'. An orientation for the home they are working in is undertaken at the beginning of their work period with DHS.

8.3 Emergency and disaster management

8.3.1 DHS will prepare, manage and respond to emergency and disaster situations in line with '[NDIS Quality and Safeguarding Indicators](#)'.

8.3.2 In the event of an emergency or disaster, DHS will ensure the continuity of services critical to your health, safety and wellbeing.

8.4 Feedback, complaints, disputes and incident management

8.4.1 If you wish to provide feedback or make a complaint, you can talk to anyone providing the services to assist you do this.

8.4.2 The '[DHS Customer Feedback & Complaints Policy](#)' outlines the complaints process and details how the DHS respond to your feedback and complaints.

8.4.3 If you are not satisfied with the handling of your complaint, you can:

- Contact the NDIS Quality and Safeguards Commission on 1800 035 544
- Visit the Commission's website: www.ndiscommission.gov.au/complaints for further information.

9 Ending the Service Agreement

9.1 Either party can end the Service Agreement. If you wish to end the service, please provide DHS with:

- Seven (7) days' notice to cease services not including SIL, Assistance for Daily Life and Disability Aged Care. The Service Agreement will end at the end of the notice period, or an agreed date if longer than 7 days.
- Thirty (30) days' notice to cease services for SIL, Assistance for Daily Life and Disability Aged Care. The Service Agreement will end at the end of the notice period, or on an agreed date if longer than 30 days, will end the Service Agreement.

9.2 Should DHS need to end the Service Agreement, we will provide the same notice period.

9.3 If you are an NDIS funded client, and end the Service Agreement, you are responsible for notifying the NDIA and SDA provider within three (3) days of ending the agreement.

9.4 If you are a DSOA funded client, and end the Service Agreement, you are responsible for notifying the SDA provider within three (3) days of ending the agreement.

9.5 For My Aged Care funded clients, the party ending the Service Agreement is responsible for notifying Services Australia within 31 days of ending the agreement.

9.6 If either party materially breaches their obligations outlined in the Service Agreement, the other party may immediately terminate the Service Agreement upon written notice to the other party.

9.7 If you are experiencing barriers to meeting your responsibilities within this Service Agreement, please speak to DHS. We will do everything reasonable to maintain your service continuity.

10 Definition and interpretation of words and terms

The following names and terms are used throughout this document.

Assistance with Daily Life is support for assistance or supervision of personal tasks during day-to-day life that enable you to live as independently as possible. These services are provided individually to you and can be provided in a range of environments, including your own home.

Cluster site means a group of two or more houses, where DHS provides supports. The properties are usually located next to, or across the road from, each other.

Decision-maker means the individual(s) that either formally or informally represent the interests of the DHS client.

DHS means the South Australian Government's Department of Human Services.

DHS Disability Services is a division of DHS, supporting people living with disability to live as independently as possible.

Everyday living expenses are those costs an individual has, that are not related to their service needs. They include groceries, utilities, communal furniture, white goods and general household consumables and are expenses that must be paid for by you.

Home and Living is a funded support to assist people to live independently. There are different types of Home and Living supports, such as Supported Independent Living, Assistance with Daily Life, Specialist Disability Accommodation, Medium Term Accommodation and Individualised Living Options. It does not refer to everyday living expenses like rent, groceries and utilities.

Home means the residence you are living in to receive your Home and Living services.

NDIA means the National Disability Insurance Agency as established in the 'National Disability Insurance Scheme Act 2013', an Australian Government law.

NDIS means the National Disability Insurance Scheme as established in the 'National Disability Insurance Scheme Act 2013', an Australian Government law.

SDA means Specialist Disability Accommodation.

Service Agreement means the three sections that make-up this agreement – Part 1: Party Information, Part 2: Service Summary, and Part 3: Terms and Conditions.

Service Summary means Part 2 of this Service Agreement which outlines the NDIS registered services you want DHS to deliver to you.

Side-by-side property is two adjacent houses where DHS provides supports. The houses may share a roof or garage or be physically separated.

SIL means Supported Independent Living, an NDIS registered service providing Home and Living support and delivered by DHS.