# Service Agreement Client Name



# **Service Agreement**

# **Bunji Support Services Agreement**

### 1. This agreement is between

and

Bunji Solutions Pty Ltd Building 239 Squires Way, North Wollongong 2500 NSW ABN: 39637238745

Referred to as "the client" and / or "you"

Referred to as "Bunji" and / or "we"

# 2. Nominees or key supported decision maker(s) if applicable

If you have a key person or representative who supports you in your decision making around services (e.g. a parent, guardian or advocate, Plan Nominee / Manager etc.) who is party to this Agreement please provide their details here:

Parent, guardian or advocate parties to the agreement:

Name/s:	
Relationship/s to you:	
Phone Number/s:	
Email/s:	

#### Plan nominee or manager parties to the agreement:

Name/s:	
Organisation (if applicable)	
Relationship/s to you:	
Phone Number/s:	
Email/s:	

# 3. The purpose of your Bunji service agreement is too

- a) Outline the services ('Schedule of Supports') that we (Bunji) will provide to you (the client) as part of your National Disability Insurance Scheme (NDIS) Plan.
- b) Outline the terms and conditions that apply to the services we (Bunji) will provide to you (the client) as documented in your 'Schedule of Supports' (See attachments)
- c) Clarify what has been negotiated with you (the client) and all parties signatory to the Service Agreement.
- clarify that this agreement may be reviewed at any time by any of the parties with responsibilities indicated on this Agreement or those with decision-making capacities related to the Participant (e.g. parent, guardian etc).
- e) Is effective from the commencement date as outlined in section 3 below and remains in place whilst you (the client) is in receipt of NDIS services from Bunji.
- f) Bunji's standard Service Agreement (this document) is published on Bunji's website (www.bunji.au). This standard Service Agreement may be updated from time to time. However, you will not be required to sign a new Service Agreement each time a change is made to the standard Service Agreement. For any material change, you will be notified in writing.

# 4. Commencement date of agreement

This agreement commences from: insert date

# 5. NDIS registration numbers

Participant:	
Bunji:	4-FAXQR24

#### 6. Your details

Address:	
Home:	
Mobile:	
Email:	

# 7. Changing or terminating this agreement

Either party may terminate this agreement either in whole or in part. Notice may be received either verbally or in writing. Exiting of services/programs either in whole or in part by the participant may result in cancellation and/or exit fees.

Bunji's Cancellation and Exit Notice Period Table (section 20 of this Agreement) outlines the notice periods for the cancelling, rescheduling or exiting of supports that is required to avoid incurring charges.

If either party breaches this Agreement, the requirement of notice may be waived by the other party.

No financial penalty will be incurred as a result of any breach of this agreement as a consequence of termination.

#### 8. Supports

Bunji will provide services up to the maximum set out in the Schedule of Supports as outlined. Any additional services provided will be with the written consent of you (the client) or the nominated key supported decision maker.

Additional supports that require a quote, will be provided on a new Schedule of Supports. Once accepted and signed by you or your representative, the additional schedule of supports will form part of this agreement.

Bunji has policies in place and has planned to prepare, prevent, manage and respond to emergency and disaster situations whilst mitigating risks to and ensuring continuity of supports that are critical to the health, safety and wellbeing of NDIS participants.

#### 9. Fees for Supports

Bunji will charge for the services as set out in the Schedule(s), based on the NDIS Price Guide rate applicable to the date on which the service is provided.

Travel provisions to provide personal care, community access, capacity building or therapeutic supports will be claimed as set out in the relevant NDIS Price Guide. Core transport charges that are not included as part of the Client's NDIS Plan will be payable by and invoiced directly to you (the client). These charges will be set out in the Schedule.

Bunji recognises the option to implement Non Face-to-Face supports where applicable in the NDIS price guide to provide support in identifying, planning and reporting on participant outcomes for the participant as part of their review process.

All price are GST inclusive (if applicable).

Additional charges that are not included as part of the Client's NDIS Plan such as program and activity fees (including flights and bus hire) will be payable by and

invoiced directly to you (the client). These charges will be communicated to you (the client) by the relevant Service/Program Manager and will not appear on the Schedule.

# 10. Personal Expenses

Bunji will have no involvement in the personal expenses or costs of clients that are incurred for elected activities (for example but not limited to - meals, movie tickets, entrance fees). These are the responsibility of the client to purchase at their discretion.

# 11. Nominated Contacts from Bunji

#### Your Bunji contact for matters relating to this Agreement is:

Name:	Ryan Kiddle
Phone:	1300 291 097
Email:	ryan.kiddle@bunji.au

#### Your Bunji contact for matters relating to day to day support arrangements is:

Name:	Ryan Kiddle
Phone:	1300 291 097
Email:	ryan.kiddle@bunji.au

#### Your Bunji contact for matters relating to billing or invoices is:

Name:	Bunji Accounts
Phone:	1300 291 097
Email:	accounts@bunji.au

# 12. Your Rights and Responsibilities

The following document/s are available to you and outline your rights:

- Legal and Human Rights charter
- Bunji Privacy Statement
- Feedback and complaints Form with information on how to make a complaint
- Advocacy Fact Sheet
- Interpretation and Translation Services Information (if relevant)

# 13. Bunji's Responsibilities:

In addition to Bunji's 10 Human Rights commitments, Bunji undertakes to:

• Operate with a person-centred philosophy that puts your goals, aspirations and needs at the forefront.

- Provide services in accordance with this Service Agreement and Service Schedule(s) in a way that is flexible, maximises your choice and control and enhances your quality of life.
- Collaborate with you and your support network, as identified in Section 1 of this Agreement, on decisions about how, where and when your supports are provided
- Communicate openly and honestly about issues to do with the services provided.
- Ensure appropriate worker clearances are in place in line with NDIS requirements.
- Train and supervise direct care staff to provide a high standard of service.
- Keep your information confidential.
- Address complaints and resolve problems in a timely and professional manner in accordance with the Bunji Feedback and Complaints policy.
- Respond in a timely and professional manner to any inquiries regarding quote or invoice details.
- Provide supports in a manner consistent with all relevant legislation, including the National Disability Insurance Scheme Act 2013, and keep accurate records on the supports provided.

# 14. Feedback, Complaints and Disputes

Bunji takes feedback seriously and will work to promptly address with you any concerns you may have regarding your service and/or non- adherence to the terms of this Agreement.

We appreciate all forms of feedback including complaints, suggestions, compliments and concerns. The feedback you and your support network provide help Bunji to continuously improve the quality of service we provide not just to you, but for all of our clients.

To give feedback or a complaint to Bunji:

- 1) Speak directly to your Bunji care Service Worker. They will let our Care Coordinators know your thoughts, and make sure we respond to your feedback.
- 2) Call Bunji on 1300 291 097 or email our customer service team at info@bunji.au
- 3) Visit <u>www.bunji.au/feedback</u> to complete or online feedback form.

NDIS Quality & Safeguards Commission:

If you feel comfortable, you are encouraged to raise your concern or complaint with Bunji first, as this is often the best way to have your issue resolved quickly. All registered NDIS providers must have a complaints management and resolution system in place.

A complaint can be made to the NDIS Commission by:

- Phoning: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged.
- Contacting the National Relay Service and ask for 1800 035 544.

 Completing a complaint contact form on the NDIS Commissions website <u>www.ndiscommission.gov.au</u>

# **15. Service Bookings for NDIA Participants**

Bunji will create Service Bookings for the provision of NDIA supports. Bunji is unable to provide supports unless there is an active and sufficient service booking.

# 16. New NDIS Plans - Continuity of Supports

Due to Participants' new NDIS Plans not being available until the new plan start date and our requirements to prepare a new Schedule of Supports purchased under each new plan, Bunji will continue to provide and claim/invoice for essential core supports based on your previous Schedule whilst the new Schedule is being prepared.

Bunji hereby notifies you that we will either;

- a) If NDIA Managed; Create an interim service booking for your core supports and claim to the NDIS Portal; or
- b) If Plan Managed Externally; Invoice your Plan Manager; or
- c) If Self-Managed Invoice you directly.

# **17. Plan Gaps and Plan Extensions**

Where the NDIA;

- a) Extend your plan beyond your agreement (dates on the Schedule) with Bunji or
- b) Where there is a 'gap' between your plans

Bunji hereby notifies you that we will either;

- a) Claim to the NDIS portal where sufficient funds are available; or
- b) Invoice the NDIA directly.

#### 18. Payments

The rate charged for supports will be based on the NDIS Price Guide applicable to the date on which the service is provided

Bunji will seek payment for the provision of supports to the client outlined in the Service Schedule(s) through one or more of the following methods;

Plan management	Invoicing	Payment	Non-payment
Self-managed	After providing the supports outlined in this agreement Bunji will send you an invoice for those supports for you to pay.	You will pay in accordance with the terms of the invoice. Bunji will provide you with an outline of agreed services and expected costs over the life of the plan.	In circumstances that services provided are not paid as per terms of invoice, Bunji will notify the NDIS of the situation.

Nominee managed	After providing the supports outlined in this agreement, Bunji will send your nominee an invoice for those supports for your nominee to pay.	Your nominee manages the funding for supports provided under this Service Agreement. Your nominee will pay in accordance with the terms of the invoice.	In the circumstance that agreed funds are not available in your NDIS funding Bunji will invoice you directly for costs incurred and will notify the NDIS of the situation should agree costs for services provided not be remunerated.
Plan Managed	After providing the supports outlined in this agreement, Bunji will send your Plan Manager an invoice for those supports for your Plan Manager to pay.	Your Plan Manager will pay in accordance with the terms of the invoice. Bunji will provide your Plan Manager with an outline of agreed services and the expected costs over the life of the plan.	In the circumstance that agreed funds are not available in your NDIS funding Bunji will: Firstly, work with your Plan Manager to re-coup any outstanding funds, this may include re-invoicing the Plan Manager under a different but suitable support category without necessarily issuing a new schedule of supports; As a final measure, Bunji will invoice you directly for costs incurred and will notify the NDIS of the situation should agreed costs for services provided not be remunerated.
NDIA managed	After providing the supports outlined in this agreement, Bunji will claim payment for those supports directly from the NDIA.	The NDIA will directly make payment for the services delivered.	

By signing this service agreement, you also consent to Bunji (including its representatives) and your current, or past, plan manager(s) sharing information related to your supports, funding and accounts.

# **19. Transport - Contribution Costs**

The NDIS allows Participants to purchase transport using their NDIS Core Support funding only if they are funded for transport in their plan under Category 2.

Purchases from Bunji for Transport using Core Support Funding, will be outlined in the Schedule under the agreed funding type. Only those with Transport as NDIA managed will be claimed via the portal.

Plan or self-managed will be invoiced directly to the financial intermediary or client as per organisational terms and conditions.

Clients not allocated Transport in Category 2 will be invoiced directly for agreed transport contribution costs. Bunji will claim and/or invoice for payment of these transport purchases using the Bunji Transport & Program Fee pricing schedule.

The NDIS allows participants to purchase transport needs in excess of their Category 2 Transport using their NDIS Core Support Funding (Category 1 or Category 4) in their plan if under the same funding management.

Your Service Schedule will indicate which services may include transport as part of the cost.

# 20. Cancellations / Rescheduling / Exiting

No notice or notice outside of the timeframes will incur cancellation fees applicable to the equivalent cost of the support as prescribed by the National Disability Insurance Agency, set out in the relevant NDIS Price Guide. Cancellation periods for Bunji services will align with the terms available in the relevant NDIS Price Guide and subject to change based on the most current price guide.

Your Service Schedule will indicate if cancellation fees are applicable.

# 21. Acceptance of Service Agreement

On behalf of Bunji:	Name of Client or Client's Representative
Signature	Signature of Client or Client's Representative
Date	Date

X A copy of this Agreement has been provided to the client and/or client's representative

\*Bunji will accept this document as signed, through an email acceptance from you (the client) and/or your representative.

# Bunji Consent to Store and Share Information

By filling in this form, I authorise Bunji to access and exchange (share) necessary information for the purpose of:

- 1. Contacting previous or current Service Providers, Support Coordinators, Plan Managers, Case Managers or Care Workers.
- 2. Clarification of Reports.
- 3. Liaison with the Department of Social Services, National Disability Insurance Agency and other service providers for reasons directly related to the provision of appropriate support. This may require Bunji, Department of Social Services of National Disability Insurance Agency to pass some or all of your personal information to a relevant Organisation or Government Department.
- 4. Liaison with authorised staff, family members, carers, guardians, advocates or others who are supporting your plan processes.
- 5. Accessing personal records for the purposes of Departmental / Internal Auditing and reporting processes.

# Bunji Media Consent

I consent to Bunji using and publishing photographic images and audio-visual recordings of me for informational and promotional purposes without remuneration and release Bunji from any infringement of any personal or property rights arising from its use by Bunji or third parties.

#### Participant Signature:

Participant Name:	
Signature	

#### Parent, guardian or advocate (if required):

Name/s:	
Relationship/s to you:	
Signature:	