



## **SERVICE AGREEMENT**

Between

**Name:**

**Address:**

**NDIS Reference No:**

And

**DFM Financial Group Australia Pty Limited**

**182 Pacific Highway**

**COFFS HARBOUR NSW 2450**

**Phone: 1300 725 071 Email: [ndis@dfmgroup.com.au](mailto:ndis@dfmgroup.com.au)**

**NDIS PROVIDER NO 4050068973**

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### ***Purpose of Agreement***

The purpose of this agreement is to document a personalised and self-directed support arrangement between \_\_\_\_\_ and DFM Financial which provides the service user the flexibility and authority to determine the participant's chosen supports to achieve the participant's potential/aspirations and control their own life. DFM Financial agrees to provide the services or support outlined in this Service Agreement. Any changes to the services and/or support listed in this agreement will require prior authorisation from all parties.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The National Privacy Principles (NPPs) govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information. If you'd like a copy of this policy, please ask.

### ***Description of Services/Supports***

DFM Financial agrees to provide the participant with Plan Management activities including:

- Developing monthly statements and claiming payments from the National Disability Insurance Scheme (NDIS),
- Financial services including the setup and maintenance of a system to establish payment arrangements with providers and monthly processing,
- Liaison between the National Disability Insurance Scheme (NDIS) and suppliers of goods and services to ensure efficient processing of payments; and
- Electronic filing of invoices for each supplier you do business with.

The supports and their prices are set out in the Schedule of Supports.

### ***Client Rights and Responsibilities***

Whilst accessing services outlined in this Agreement as a client of DFM Financial, I,

\_\_\_\_\_ **or my Representative:**

- Have the right to nominate, in writing, an advocate or guardian, who will act in my interests and accept the responsibilities imposed under this agreement,
- Have the right to be treated with dignity and respect, and to have my choices and aspirations supported as far as is reasonably possible,
- Have the right to determine the type and range of activities that I wish to participate in,

- Have the right to request services in accordance with my support plan, provided the request is also in accordance with all applicable legislation,
- Have the right to participate in the development of my support plan acknowledging that the cost of supports arising from that plan must be able to be met within the funding available for this support (unless I have other income sources). Any support plan will be reviewed annually or can be reviewed upon request by me or DFM Financial at any time,
- Will ensure that invoices are sent to me for approval if I wish to approve prior to submitting to DFM Financial for payment,
- Will ensure that invoices are correctly reflecting reasonable and necessary supports,
- Will ensure that when an invoice/s is/are presented to myself or DFM Financial for payment that payment can be made to the Service Provider for the services provided. In the event, that I/my Representative does not agree that payment should be made for an invoice/s for which services have been provided to myself/\_\_\_\_\_, then I undertake to sort out this issue with the Service Provider who has presented the invoice/s for payment. Once an agreement has been reached between myself/my Representative and the Service Provider, DFM Financial will be advised of the outcome so the appropriate steps can be taken.
- Will advise DFM Financial immediately if my NDIS Plan is suspended or replaced by a new NDIS plan, or if I stop being a participant in the NDIS,
- Will only use Service Providers who are not family members unless there are exceptional circumstances such as risk of harm or neglect to myself or \_\_\_\_\_, religious or cultural reasons or other reasons that deem my/his/her circumstances to be exceptional. In the event, that there are exceptional circumstances, I agree that approval will be obtained from the NDIA (National Disability Insurance Agency) to use a family member/s as a Service Provider/s, and
- Have the right to privacy and confidentiality and in keeping with the Health Records Act 2001, to request access to any health information kept by DFM Financial.

As a client I \_\_\_\_\_ **or my Representative,** will:

- Treat staff and other clients with courtesy and consideration at all times,
- Respect the needs and opinions of all clients and staff,
- Keep DFM Financial informed of any changes in my personal life such as where I live and any changes in circumstances ie. telephone numbers, email, address etc,

- Work cooperatively with DFM Financial regarding issues arising during the development and delivery of support and activities covered by this agreement,
- Adhere to the budgetary requirements of my service plan,
- Advise DFM Financial of any inconsistencies or errors that may be found during the checking of the monthly statements sent to me by DFM Financial
- Provide DFM Financial with one week's advance notice of intention to leave the service, and
- Participate in the development and regular review of my support plan.

### ***Responsibilities of DFM Financial Group Australia Pty Ltd***

In agreeing to provide this support arrangement DFM Financial Group Australia Pty Ltd:

- Will respect the rights of the participant to determine the range and types of activities they wish to participate in,
- Will treat the participant with courtesy and respect,
- Will communicate openly and honestly in a timely manner,
- Will work cooperatively and in line with the principle of least restrictive alternative with the client and the activities they have chosen to undertake,
- Will prepare a support plan (see on pages 7 and 8) with the client that outlines the activities they will undertake and the support to be provided by DFM Financial. A copy of the support plan will be provided to the client (and his/her guardian or advocate where applicable),
- Will treat information about the client and their activities as private and confidential in line with the client's wishes and with privacy legislation,
- Will be responsible for ongoing liaison with the relevant funding body regarding the development and operation of the support arrangement,
- Will be responsible for the management and reporting of funding,
- Will receive, where applicable on behalf of the client, their allocated funding, and provide advice and reports as to the client's budget and any income and expenditure at least quarterly and upon request at any time,
- Will advise the client of any sector-wide or DFM Financial Group Australia Pty Ltd developments that may affect the way support is provide,
- Will listen to the participant's feedback and resolve problems quickly,

- Will provide bookkeeping services in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law, and
- Will provide the client with one week's notice of intention to cease service provision.

### ***Complaints and Disputes***

DFM Financial recognises that clients and their carers have a right to provide feedback to our staff, management and Directors to raise suggestions, resolve grievances and commend good performance and encourages all clients to speak up when they are not happy.

If the client has a complaint DFM Financial Group Australia Pty Ltd's Complaints Policy will be followed. A copy of our Complaints Policy will be provided with this service agreement.

The Disability Act 2006 requires that DFM Financial must:

- Have a clear process for managing complaints about our services,
- Ensure the people we support know how to raise a complaint, and
- Report every year to the Disability Services Commissioner about the number of complaints we receive and how we managed these complaints.

### ***Service Fees and Payments to Provider***

The Schedule of Supports outlines the cost of services that DFM Financial Group Australia Pty Ltd will provide. DFM Financial will seek payment for their provision of supports for each month services are provided. The NDIS will pay DFM Financial directly. This is shown as 'Choice and Control' under the Portal and in your National Disability Insurance Scheme (NDIS) Plan.

### ***Quality Assurance/Annual Evaluation***

To monitor the quality of the outcomes relevant to the aim of this service agreement, the client with the participant's representatives and DFM Financial Group Australia Pty Ltd may participate in a quality assurance process at some stage throughout the life of the National Disability Insurance Scheme (NDIS) Plan. Each party will independently complete a quality/evaluation document. A consultative meeting will then be held to discuss any issues arising or changes that might be requested.

### ***Review and Audits***

Recognising that DFM Financial has a legal obligation to participate in government-initiated reviews and audits the client and the participant's representatives agree to co-operate to the extent reasonably necessary for these to take place subject to discussion of the relevance of the audit to the client's situation.

### ***Disaster and Emergency Management***

In the event of a disaster within our local area and emergency management procedures being put into place, please be assured that we have policies in place to guide us through any difficult times so that we can continue to provide the supports that you require. We also have an Emergency and Disaster Management Plan which would be immediately implemented. DFM Financial Group Australia Pty Ltd recognises that the service that we provide to National Disability Insurance Scheme Participants is an essential lifeline of support and that preparedness for disasters and emergencies is a priority for DFM Financial and our clients.

## SERVICE AGREEMENT AND TERMS OF BUSINESS

### *Changes to this Service Agreement*

If changes to the services/supports or their delivery are required, the parties agree to discuss and review this Service Agreement. The parties agree that any changes to this Service Agreement will be in writing and signed and dated by the parties.

### *Ending this Service Agreement*

Should either party wish to end this Service Agreement they must give one week's notice.

If either party seriously breaches this Service Agreement the requirement of notice will be waived.

### *Feedback, Complaints and Disputes*

If the participant wishes to give the provider feedback, the participant can talk to Shannon Garner or Rachal Simpson, Plan Managers on 1300 725 071 or [ndis@dfmgroup.com.au](mailto:ndis@dfmgroup.com.au)

If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can talk to Shannon Garner or Rachal Simpson, Plan Managers on 1300 725 071 or [ndis@dfmgroup.com.au](mailto:ndis@dfmgroup.com.au).

If the participant is not satisfied or does not want to talk to either one of these persons, the participant can contact the NDIS Quality and Safeguards Commission 1800 035 544 or visit [ndiscommission.gov.au](http://ndiscommission.gov.au) for further information.

If you are not satisfied with the NDIS Commission's response, you can raise your concerns with Office of the Commonwealth Ombudsman.

### *Goods and Services Tax (GST)*

For the purpose of GST legislation, the parties confirm that:

- A supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the participant's NDIS Plan currently in effect under Section 37 of the NDIS Act;
- Supplies of various disability supports are GST-free under provisions in Subdivision 38-B of the *as New Tax System (Goods and Services Tax) Act 1999* (the GST Act) if the supplier receives government funding for the supplies. The GST Act ensures that certain supplies to a participant are GST-free if the supply is of a kind determined by the Disability Services Minister and the supply meets the other conditions in Section 38-38 of the GST Act. Broadly, Section 38-38 also requires that the supply is of one



or more reasonable and necessary supports specified in the participant's plan and that it meets certain substantiation requirements.

- The participant's NDIS Plan is expected to remain in effect during the period the supports are provided; and
- The participant/representative will immediately notify the provider if the participant's NDIS Plan is replaced by a new Plan or the participant stops being a participant in the NDIS.

### ***Provider Charges***

Note the NDIS pays for these supports separately. Prices increase when the NDIS allows.

<b>Category – Improved Life Choices</b>	<b>Support Item Reference Number</b>	<b>Description</b>	<b>Price</b>
Financial Intermediary and Plan Management Setup Costs	14-033-0127-8-3	One off setup fee for financial management arrangements for managing funding of supports	As set by the National Disability Insurance Agency each year
Financial Monthly Processing	14-034-0127-8-3	Monthly fee for financial management of funding supports	As set by the National Disability Insurance Agency each year



### SCHEDULE OF SUPPORTS

<b>Service Recipient's Name</b>	
<b>Date of Birth of Participant</b>	

**AND**

<b>Service Provider's Name</b>	<b>DFM Financial Group Australia Pty Ltd</b>
<b>This Agreement will start on</b>	<b>Start date of Plan:</b>
<b>This Agreement will end on</b>	<b>End date of Plan:</b>  <i>Please note that the NDIS may extend the length of your Plan. If this occurs, we would like to be able to provide an uninterrupted Plan Management service to yourself and your Support Workers. If you do not wish to have Plan Management services provided until the extended expiry date, please advise us to this effect.</i>
<b>Agrees to provide the following:</b>	<b>Choice and Control – Support to provide for Plan Management of my NDIS Plan. Supports included:</b>  <ul style="list-style-type: none"> <li>- Financial intermediary set-up costs</li> <li>- Financial intermediary monthly processing</li> </ul>
<b>Total funding is:</b>	\$ _____ (1 x _____ set-up costs and 12 x \$ _____ monthly processing fee) for 12- month plan
<b>Detailed cost of supports are as per the Plan</b>	<b>NDIS Reference No:</b>  <b>Plan for Participant:</b>
<b>DFM Financial Group Australia Pty Ltd agrees to:</b>	<ol style="list-style-type: none"> <li>1. Issue detailed one-monthly expenditure reports against funding,</li> <li>2. Comply with the approved guidelines relevant to the funding,</li> </ol>

	<p><b>3. Keep and provide clear records on services provided to you including electronic filing of invoices,</b></p> <p><b>4. Give one week's notice if DFM Financial Group Australia Pty Ltd wish to terminate this Service Agreement.</b></p>
<p><b>Participant:</b>  _____ or the representative agrees to:</p>	<p><b>1. Report any errors or inconsistencies in one-monthly reports without delay,</b></p> <p><b>2. Follow the approved guidelines of the funding,</b></p> <p><b>3. Work with DFM Financial to make sure that the services and supports delivered meet my support needs,</b></p> <p><b>4. Talk to DFM Financial if I have any concerns about the services or supports being provided,</b></p> <p><b>5. Give one week's notice should I wish to cease this agreement,</b></p> <p><b>6. Comply with safe working practices,</b></p> <p><b>7. Not request support workers to provide services outside the agreement</b></p>

### *Service Agreement Signatures*

The parties agree to the terms and conditions of this Service Agreement. If you cannot sign, please complete your name and date.

<b>Signature of Participant/Representative</b>	
<b>Name of Participant/Representative</b>	
<b>Date</b>	
<b>Signature of authorised person of DFM Financial</b>	
<b>Name of authorised person of DFM Financial</b>	
<b>Date</b>	

### *Glossary of Terms*

<b>Advocacy</b>	representing the concerns and interests of clients and carers, speaking on their behalf, and providing training and support to enable them to represent themselves.
<b>Advocacy Services</b>	Services specialising in the representation of people with a disability, their views and interests.
<b>Agency</b>	The National Disability Insurance Scheme Launch Transition Agency has been established by the Australian Government to implement the first stage of a National Disability Insurance Scheme (NDIS). The name of the scheme is Disability Care Australia. The Agency will work to ensure improved support for people with a disability, their family and carers, and to deliver the first stage of an NDIS.
<b>Agreement</b>	A document that sets out the rights and obligations of service clients and service providers. The agreement may cover a variety of issues relation to service provision, including care, fees and charges, the rights and responsibilities of the service provider and care recipient, and any extra services.
<b>Assessment</b>	Ongoing process beginning with first client contact and continuing throughout the intervention and maintenance phases to termination of contact. The major goals of assessment are (a) identification of vulnerable or likely cases; (b) diagnosis; (c) choice of optimal treatment; and (d) evaluation of the effectiveness of the treatment.
<b>Assistive Technology</b>	Specialised equipment that enhances an individual's participation and independence in their daily lives. Examples of assistive technology include speech generating devices and communication aids, computers, powered mobility equipment, specialised wheelchair seating and walkers.
<b>Carer</b>	A person who provides any informal ongoing assistance, in terms of help or supervision, to persons with disabilities. Assistance to a person in a different household relates to 'everyday types of activities', without specific information on the activities. Where the care recipient lives in the same house, the assistance is for one or more of the following activities: <ul style="list-style-type: none"> <li>• Cognition or emotion</li> <li>• Communication</li> <li>• Health care</li> <li>• Housework</li> <li>• Meal preparation</li> <li>• Mobility</li> <li>• Paperwork</li> <li>• Property maintenance</li> <li>• Self-care</li> <li>• Transport</li> </ul>
<b>Communication Aids and Devices</b>	Help people with complex communication needs communicate, by supporting or replacing their speech. There are high technology options which use computers and specialised software and include speech generating devices.

These allow an individual to produce or select messages for communication. Low technology options include simple technologies, communication boards or communication books. These options show pages of pictures and/or letters and words that a person with complex communication needs can point to in order to communicate (also see PODD communication books).

<b>Community-Based Supports</b>	Services or supports within communities that can be used by everyone; eg, this might be a health service or home cleaning.
<b>Community Access</b>	A service which supports people to go to local places and community activities such as social groups, libraries and general community services.
<b>Complaints Policy</b>	A document that talks about the steps a service will take when a person makes a complaint about them. It also talks about what the person who is making the complaint has to do.
<b>Day Services</b>	Provide daytime support for people in their communities. Activities vary between day service centres as they're based on individuals' choices and interests and include swimming, art and music programs and woodwork.
<b>Disability Act 2006</b>	Talks about the rules and guidelines that disability services have to follow. The Act talks about things like the rights and responsibilities of people with disabilities and rules for services (Applies to Victoria only).
<b>Disability Support Register</b>	Is a system that records information about a person's support needs. This helps keep track of who needs what so that when services and resources become available, they can be given to people in a way that is fair and happens more quickly.
<b>Easy English</b>	An Easy English document is one that is written in simple and plain language so that it is easy to understand. More documents that are produced by the Government are now being offered in Easy English.
<b>Evaluation</b>	the process used to describe the process of measuring the value or worth of a program or service.
<b>Family Member</b>	<b>Definition taken from Fair Work Commission Australia</b> A member of your family means a partner (ie, your spouse, civil partner, someone you live with in a similar capacity), parent/parent-in-law, son/daughter, step-son, step-daughter, child of partner, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece and the partners of these persons.
<b>Formal Supports</b>	Are those that people pay for. Formal supports might be community-based (like paying for house-cleaning through a local council) or might be disability specific (like paying for a support worker). A NDIS support worker is essentially a paid professional who can fill any gaps in your informal network, helping provide essential practical and emotional support.

<b>Guardian</b>	A person who has been given the legal power to make important personal decisions on behalf of another adult. This might include decisions about where the person should live or what kind of health care and services the person should have.
<b>Independent Living Training Service</b>	Provides support to people who want to gain skills and confidence in a range of activities, which will allow them greater independence and control in their day-to-day lives.
<b>Informal Supports</b>	Supports offered by family and friends and others in the community. They cover a wide range of activities, ranging from basic human interaction and helping around the house through to more involved daily care tasks.
<b>Local Area Coordinators (LAC)</b>	Work to increase community inclusion and support people with disabilities. They connect participants with mainstream services and local, community based supports and help participants to realise their plan by building individual and informal support capacity. They provide information to those people who are not eligible as participants of NDIS about other appropriate services.
<b>Outcome</b>	A measurable positive change in the well-being of a participant supported through NDIS which is attributable to the interventions or services they have received.
<b>Participant</b>	A person with a disability who is eligible to receive care and support through the National Disability Insurance Scheme and who is utilising, or who has utilised, a service.
<b>Planner</b>	A NDIS Planner works with participants to identify support needs including access to mainstream supports and community life to enable a good life and enable progress with the participant's goals and aspirations.
<b>Policies and Procedures Manual</b>	Talks about how a service should run. It should also have information available about how the service will respond in certain situations such as when someone makes a complaint.
<b>Power of Attorney</b>	A document by which a person appoints someone else, usually a trusted family member or friend, to act as their agent with authority to deal with and manage their property and other financial affairs.
<b>Registered Disability Service Providers</b>	Are agencies that are funded by DHS to provide services for people with a disability. These services must follow the guidelines in the Disability Act 2006. A list of all registered services can be found on the Department website. It is called the Register of Disability Service Providers (Applies to Victoria only).
<b>Residential Care</b>	Is provided to people with a disability who cannot live independently at home and who have been assessed as needing this care.
<b>Respite</b>	Respite care services help carers take breaks from their caring role. A range of respite care services are available, including respite in the person's home, in

a day care centre in the community or in a residential facility. Respite can be provided by family members, friends, neighbours or trained workers.

**Self-Determination** The entitlement of people to have control over their destiny and to be treated respectfully – it is founded in International Rights law.

**Services/ Supports Provider** Organisation, business or individual that offers service to others in exchange for payment.

**Services/ Support** Is the process of looking at a current support plan to see if there need to be any changes. This should happen at least every three years, or a participant can ask NDIS to have a review at any time.