

# My Service Agreement

## Consent | Fees and Charges | Terms & Conditions

Here is the meaning of some words we use in My Service Agreement:

Word	Meaning
You	Customer or Person Responsible (as defined in the Guardianship Act 1987 (NSW))
Northcott, Us and We	The Northcott Society and any other related entity
Plan	Your funded plan. For example NDIS Plan, Life Time Care and Support Plan
Agreement	My Service Agreement
Service	Northcott Product/s you buy from us or government funded program
Terms and Conditions	This Terms and Conditions document AND the Product Disclosure Statements for the products you will receive from us.

We need to change our **Terms and Conditions** and **Fees and Charges** from time to time to make sure you have the best experience with us. When we make changes to these, we will let you know.

## 1. What can you expect of us?

- a) Work with you to provide services that best suit your needs.
- b) Follow the Disability Service Standards in everything we do.
- c) Discuss decisions with you about how services are provided.
- d) Treat you with courtesy and respect.
- e) Keep clear records on the services provided to you.
- f) A review of your services will be done with you.
- g) Deliver service to achieve your goal/s you have asked us to work towards with you.
- h) We may take Photographs/audio/video at events and we will ask for your consent if these are to be used.
- i) We will ask you for your consent if you choose to take part in research projects.



## 2. What we expect from you

- a) To work with us to make sure the services we provide meet your needs.
- b) You must have a current My Service Agreement to receive services.
- c) Treat our staff with courtesy and respect.
- d) Let us know about any concerns with the services being provided.
- e) If there is a medical emergency and we need to call an ambulance, we will not cover the cost.
- f) If you cannot attend a scheduled service you must provide the required notice as per your Product disclosure statement or you may be charged a fee.
- g) If you have a Plan, let us know about any changes to your Plan. For example if your NDIS Plan or Life Time Care and Support Plan is extended or reviewed.
- h) Let us know about any changes to your other plans. For example Medication Plan or Behaviour Support Plan.
- i) If we need to drive your vehicle to support you, it must be fully registered and have comprehensive car insurance. Northcott will not be responsible for any damage caused whilst using your vehicle. You are also advised to tell your insurer that a Northcott employee will be driving the vehicle.



## 3. What about your safety?

- a) You will be asked to take part in risk assessments to assist us in creating a safe environment.
- b) If we decide providing a service is not safe, we will talk to you about how to provide the service safely.
- c) You can not consume drugs and/or alcohol or smoke cigarettes in a way that puts our staff or others at risk.



## 4. How much does it cost?

- a) Government funded programs will not cost you anything.
- b) If you are buying Northcott Services:
  - We use the prices set by the National Disability Insurance Agency (NDIA) and these are detailed on My Service Agreement Fees and Charges.



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- If the NDIA changes the prices guides, our prices and terms and conditions will change too.
  - You will be charged from the date you sign this Agreement for services delivered under this Agreement.
  - You may be charged for non-face-to-face time where it directly relates to your support.
  - You may be charged a travel fee for the worker to travel to and/or from the service location.
  - You will need to pay for any extra costs while participating in activities. For example food, drinks, event tickets, entry fees or event costs.
- c)** The NDIA needs the following statement to be included in this Agreement:

“A supply of Services under this Service Agreement is a supply of one or more reasonable and necessary Services specified in the statement of Services 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.”

This means: ‘We will provide one or more of the Services listed in your NDIS Plan’.

### 5. How do you pay?

**a)** If you are buying Northcott Services:

- We only claim or charge for services after they have been delivered.
  - For NDIS customers:
    - We will claim directly from the NDIA if you chose them to manage your Plan.
    - We will claim directly from your Plan Manager if you chose them to manage your Plan. You will need to give us their details so we can send invoices to them.
    - We will invoice you directly if you chose to self-manage your Plan. How and when to pay is listed on the tax invoice.
    - We will email you a statement each month listing the services you have received. Your statement will be sent to the person who has signed this Agreement. If you have any questions about your statement, you can contact us by emailing us at [northcott@northcott.com.au](mailto:northcott@northcott.com.au) or by calling 1800 818 286.
  - For all other customers:
    - We will invoice you directly. How and when to pay is listed on the tax invoice.



**b)** We may put your services on hold if you fail to pay.

**c)** If you receive a new NDIS plan prior to your Northcott Service Agreement end date and you decide to not continue your services with Northcott, we will claim any services provided to you under your new plan.

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- d) If you receive a new NDIS plan prior to your Northcott Service Agreement end date, we will claim any services provided under your new plan and build this into your new Northcott Service Agreement.
- e) Nothing in this Agreement will change or exclude your legal rights provided under the Competition and Consumer Act 2010 (Cth).

### 6. What if you need to change your Agreement with us?

- a) You need to give us at least two weeks notice if you want to change your Agreement.
- b) We will record any major changes on your Consent form and give you a copy.
- c) Either of us can ask to review this Agreement if you regularly request changes or do not show up for your service/s.



### 7. Ending this Agreement

- a) Either of us can end this Agreement with a minimum of four weeks notice.

If you are accessing the Housing and Supported Independent Living product you need to refer to the Product Disclosure Statement for your notice period.

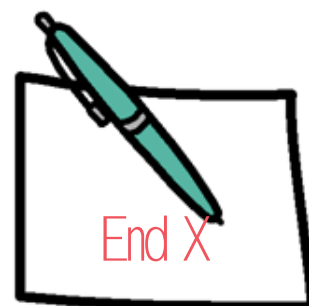
- b) The request to end this Agreement must be in writing. Please contact your Account Manager or our Customer Service Team.

- c) This Agreement can be ended without a notice period as a result of a serious breach. A serious breach can be made by:

- You or anyone visiting you while you are receiving our services.

- d) Serious breaches may include but are not limited to:

- Abusing or assaulting staff or other customers in the absence of a known behaviour or behaviour support plan
- Possessing, trafficking or supplying an illicit drug.
- Using our premises for an illegal purpose.
- Continually breaching the terms and conditions of this Agreement.
- Damaging or misusing our property.
- Taking action which is intended, or would reasonably be expected to:
  - harm us or our reputation.
  - lead to unwanted or unfavorable publicity to us.



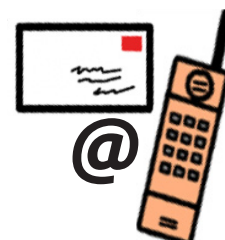
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- e) This Agreement may also end immediately:
- If you run out of funding before the end date of this Agreement.
  - If you no longer receive funding.
  - If you have not paid for the services you have already received.
- f) If you have not paid for the costs you have agreed to pay us. If your Agreement ends for any reason, you will still need to pay for the services you have already received.

You may qualify for a Northcott Temporary Funding Agreement that will cover your services until a new plan and Agreement is in place.

### 8. How can you give Compliments, Suggestions or make a complaint?

- a) We welcome your compliments, suggestions and/or complaints about services. We will listen to your compliments, suggestions and respond to complaints fairly and in a reasonable amount of time.
- b) If you would like information on Compliments, Suggestions and/or complaints, visit our website at [www.northcott.com.au/feedback/](http://www.northcott.com.au/feedback/) or call us on 1800 818 286.
- c) If you are not happy with the outcome of your complaint, or you do not receive a response within a reasonable timeframe, you can contact the NDIS Quality and Safeguards Commission via:
- Phone: 1800 035 544      Email: [NSWComplaints@ndiscommission.gov.au](mailto:NSWComplaints@ndiscommission.gov.au)
- Letter: NDIS Quality and Safeguards Commission  
NDIS Commission Feedback - PO Box 210, Penrith NSW 2750 NDIS Commission Feedback
- d) You can also contact the NDIA on 1800 800 110 if you are an NDIS customer or the Commonwealth Department of Health on 1800 020 103 if you are funded through Continuity of Support Program.



### 9. What will be done with your personal information?

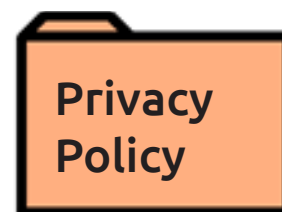
- a) We collect, use, disclose and secure your personal information (including sensitive information) in accordance with our privacy policy which is available at <https://northcott.com.au/privacy/>. You can also email us at [privacy@northcott.com.au](mailto:privacy@northcott.com.au) or give us a call on 1800 818 286 and ask us to send you a copy.
- b) We may also de-identify and aggregate your information for:
- Research and evaluation.
  - Sharing on a de-identified and aggregated basis with our funders.
  - The external publication of statistical information and evaluation results. For example the Northcott Annual Report and external presentations.

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- c)** If you need us to communicate with others about the support you receive from Northcott or other services, you will be asked to complete an Authority to Exchange Information Form.  
  
Information may be shared with other relevant services providers, who are involved in you achieving your goals. This may include healthcare practitioners, insurers, legal representatives and employees.
- d)** You can choose what information you provide.
- e)** If you do not provide your personal information, we may not be able to provide services to you.
- f)** Part of the NDIS provider registration and practice, an approved NDIA quality auditor will audit our Customer files for quality and compliance. You can choose to opt out of audits by advising the Customer Service Team on 1800 818 286.
- g)** When you give us your personal information, this means you are consenting to us entering and storing your personal information in our system.
- h)** You can request access to your personal information and ask us to correct information that you believe to be wrong.
- i)** You can ask to view your Northcott customer file at any time.
- j)** In exceptional circumstances access to your personal information may be denied for legitimate purposes. In this case, we will give you the reasons why access was denied and possible remedies.

### 10. How is your privacy protected?

- a)** We collect, use, disclose and secure your personal information (including sensitive information) in accordance with our privacy policy which is available at <https://northcott.com.au/privacy/>. You can also email us at [privacy@northcott.com.au](mailto:privacy@northcott.com.au) or give us a call on 1800 818 286 and ask us to send you a copy.
- b)** We adhere to the Privacy Act 1988, the NSW Health Records and Information Privacy Act 2002, ACT Health Records (Privacy and Access) Act 1997 and the NDIS Act 2013.



### 11. I understand the following may happen without my permission:

We will not use or share your personal information with anyone without your consent, unless we have concerns for your safety or we are required or authorised to by law. For example Mandatory Reporting of child protection concerns.

