

Your Hart 2 Hart Community Participation SERVICE AGREEMENT

Core and Capacity building budgets in your NDIS Plan can be used to access supports such as to assist a participant to engage in community, social and recreational activities during the week (including weekends and public holidays).

Your Hart 2 Hart Pty Ltd charge fees at the rate reflected in the NDIS Price Guide 2023-2024.

If transport is required, you will be required to pay \$0.97 per km for the workers travel in their own vehicle. Any tolls or parking fees will also be charged. **For Melbourne participants, some groups will use uber, costs will be reimbursed from the core budget.**

Item 1 Provider Your Hart 2 Hart Pty Ltd

Item 2 Participant Name:

Address:

Contact number:

DOB:

Email:

Item 3 NDIS Number

Item 4 Plan Manager
 And email
 address

Item 5 Plan Managed
 or Self -
 Managed

Item 6 Service Group Community Participation

Item 7 Start and End
Date of Plan

Item 8 Cancellation Fee
If appointments are cancelled less than seven (7) days in advance, the participant plan will be charged as if they been provided support

The cancellation fee will be deducted from the Participants Core Budget of their NDIS Plan.

If cancellations are made after tickets to an event are purchased, you will be charged the same amount as if you were attending the event.

Item 9 COVID-19
Participants are required to advise the Company if they experience any flu like symptoms.

The Company will cancel the Participant's Services if Participants, their carer or family member are unwell.

1. The Community Participation Service uses the funds from the Participants Core and Capacity Building budget in their NDIS Plan to assist Participants to engage in community, social and recreational activities on weekdays, weekends and public holidays.
2. The activities that the Participant may engage as part of a group are as follows:

Activity	Hours to be Charged	Day/s Service is to be Provided	Times Service is to be Provided

Within the new pricing arrangement with the group based supports, Your Hart 2 Hart will charge the following are the costs for service for community participation in our groups:

Monday to Friday – 6:00am to 8:00pm:

1 support worker to 1 participant = \$65.47 per hour

Monday to Friday – 8:00pm onwards to midnight

1 support worker to 1 participant = \$72.13 per hour

Saturday

1 support worker to 1 participant = \$92.12 per hour

Sunday

1 support worker to 1 participant = \$118.78 per hour

Public Holiday

1 support worker to 1 participant = \$145.44 per hour

Capacity building community participation

\$74.63 per hour

Participants that make their own way to the group activity or there is more than one participant in the group, the prices charged will be half the above rates of pay. Invoices sent will be based on the above rates but there will be a 50% discount for the total of the invoice.

Your Rights

- You have a right to be communicated with respect
- You have a right to choose to give feedback
- You have a right to accept or refuse service
- You have a right to complain or express grievances about Your Hart 2 Hart or operations

Our rights

- We have a right to be communicated with respectfully
- We have a right to terminate service if the terms and conditions are not adhered to
- If a worker thinks they are unsafe, they will discontinue or not proceed with the activity and the participant supported to return home

COVID-19 restrictions

If the support worker turns up to your house and you are feeling you have a **cough** or **any type of respiratory illness** ill, the worker will **leave as we are required to facilitate a safe environment for all.**

We take the health and safety of our staff and participants very seriously. If you feel ill, please give us a call and provide a maximum of **7 days' notice, no charges will be made from your plan.**

Terms and conditions

If you or a Support Co-ordinator/family member call this service and want us to do **administrative** work for the participant. We will charge the 1:1 rate for time taken (charged in 15 minute increments).

If you need to cancel or postpone the appointment, please provide a **minimum of 7 days' notice.** If the appointment is cancelled within this time, the total hours that was quoted as part of the service agreement, will be charged. This will be charged from the core supports line item in the plan.

If a support worker needs to travel to your house for supports, a **maximum of 60 minutes** of funding will be charged from your core budget from our head office based on **1 to 1 ratio** plus \$0.97 per kilometre for the workers travel milage.

For Melbourne participants, reimbursement of uber related costs will be taken from the core budget.

Rules of Engagement & Release of Liability

Rules of Engagement

In attending Your Hart 2 Hart events, I agree to:

- Respect the rights and dignity of all participants, staff, and external personnel regardless of their gender, ability, cultural background, or religion.
- Not use abusive language.
- Always follow safety instructions and respect the use of facilities and equipment provided.
- Not involve myself in any physical or verbal altercation, with offending parties being immediately ejected from the event and banned from attending future activities.
- Not use, incite, or provoke violence in any form.
- Not consume alcohol or illicit substances before or at a Hart 2 Hart event.
- Under no circumstances have support workers pay for food or drink on my behalf.
- Practice proper hygiene before attending events.
- Not leave the area without my support worker.
- Notify my team leader if I am running late to a Hart 2 Hart event.

Release of Liability

I hereby assume all of the risks of participating in or attending a Your Hart 2 Hart event and I certify that I am physically fit and that there are no health-related reasons or problems which preclude my participation in the activities or events I choose to participate in.

In consideration of Hart 2 Hart accepting my registration and in consideration of me being permitted by Hart 2 Hart to attend Hart 2 Hart Events:

- I release Hart 2 Hart Counselling Pty Ltd and its officers, employees, agents, licences, official volunteers, guides and other representatives and the land management authorities in the areas in which the Hart 2 Hart Event is conducted (each of whom are collectively referred to as "Hart 2 Hart and its employees") from all cost, liability, loss or damage incurred or suffered by me directly or indirectly during the course of the Hart 2 Hart Event and thereafter as a result of the Hart 2 Hart Event and resulting from my personal injury, illness or death or damage to or loss of my property unless caused by the wilful negligence or wrongful act of Hart 2 Hart and its employees;
- I waive any claims I have, or may at any time have, against Hart 2 Hart and its employees and I agree, by accepting the additional inherent dangers and risks associated with the Hart 2 Hart Event, not to make any claim against or seek any compensation from Hart 2 Hart and its employees in respect of any personal injury, illness or death suffered by me or damage to or loss of property sustained by me as a result of my participation in the Hart 2 Hart Event or thereafter as a result of the Hart 2 Hart Event.
- I accept responsibility and release Hart 2 Hart from all liability for claims for damages for injury, loss or damage of whatsoever kind by any other person or corporation as a result of any act of omission whether negligent or otherwise on my part.
- The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
- I certify that I have read this document and fully understand its content. I am aware this is a release of liability and I sign this contract of my own free will.

NOTE: If you are under 18 years of age, your parent/guardian must sign on your behalf.

If your Plan Manager does not pay the invoices within 14 days of invoices been raised, no service will be provided until all invoices are paid in full.

Self-Managed participants

If you are self-managed, you will be invoiced prior to service. Payment of invoice will be required **1 week** prior to the worker providing service.

If no payment or proof of payment is made prior to the workers shift, the support worker will not provide service.

I..... have read and understood the above service agreement. I agree to these terms and conditions of the service offered by Your Hart 2 Hart

Signature (participant/guardian) _____ Date_____

Signature (support worker/staff member) _____ Date _____