



Colac Otway
SHIRE

Family Name: _____

Given Name: _____

Date of Birth: / /



OLDER PERSONS & ABILITY SUPPORT SERVICE

Service User Agreement

**Colac Otway Shire
Older Persons & Ability Support Service
2 – 6 Rae St., Colac**

P: (03)5232 9420

W: www.colacotway.vic.gov.au

Office Hours: 8.30am to 5.00pm

Monday to Friday



home and community care

A JOINT COMMONWEALTH AND STATE/TERRITORY PROGRAM
PROVIDING FUNDING AND ASSISTANCE FOR AUSTRALIANS IN NEED

Older Persons & Ability Support Services

Service User Agreement

Service User's Name: _____

Address: _____

Post Code: _____

This agreement is made between the Colac Otway Shire's Older Persons & Ability Support Services and the Service User (or representative) in accordance with the Program Guidelines.

Date: / /20 of Agreement

Re-Assessment Date / /20

NOTE: The Service User/representative is not required to sign this agreement; however, the service provider will still negotiate and deliver the level and type of care the Service User's needs. If the Service User/representative does not sign this agreement the service provider will document the reason for not signing on this document and the level and type of care agreed between the parties.

This agreement shall remain in place as the service agreement for the duration of the required service or until the Service User/representative or Colac Otway Shire withdraws/terminates the service. A new agreement is required if service delivery needs change significantly. Signing of the agreement acknowledges all conditions set out herein by the Service User and any other party involved in the care provided including any person residing at the above address.

Services delivered through the National Disability Insurance Scheme will provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law.

General Home Care: Tick or circle required service

- Vacuum: lounge, hallway, main bedroom
 - Mopping: vinyl/tiles
 - Cleaning: shower/ bath/ toilet (*one bathroom per visit*)
 - Shopping: grocery, banking, bill paying, general shopping
 - Dusting: (*limited*)
 - Sweeping: main area only, porch area
 - Change bed linen
 - Ironing minimal, folding.
 - Kitchen benches, stove tops
 - Transport shopping, medical appointment, social support
 - Occasional tasks: Heavy duty clean Oven Fridge/ upright freezer
- Preferred Day (*Not guaranteed*) Mon Tue Wed Thurs Fri

Agreed Services: Home Care

Duration:

Frequency:

Cost per hour \$.....

Active Service See care plan

Service User Agreement Signature:

Personal Care Tasks: Tick or circle required service

- Assist; in/out of bed
- Dressing/undressing
- Shower
- Toileting
- Grooming
- Food Preparation
- Shopping
- Supervised meals/ drinks
- Medication supports/assistance/monitoring
- Security Checks
- Transport
- Specific tasks: Bathing One off Specific health management

Preferred Day (*Not guaranteed*) Mon Tue Wed Thurs Fri Sat

Agreed Services: Personal care

Duration:

Frequency:

Cost per hour \$.....

Active Service. See care plan

Service User Agreement Signature:

Respite Care: Tick or circle required service

- In-Home Respite
 - Medication supports/ assistance/ monitoring during respite
 - Overnight Respite
- Preferred/Required Day: Mon Tue Wed Thurs Fri Sat Sun (*limited*) Occasional

Agreed Services: Respite

Duration:

Frequency:

Cost per hour \$.....

Service User Agreement Signature:

Property Maintenance: Tick or circle required service

- Occupational Therapy Referral
- General Maintenance
- Modifications
- Materials required
- Garden and Lawn Maintenance
- Specific tasks:
- Gutters cleaned
- Heavy Duty Cleaning
- Rubbish Removals/ trailer
- Other

Preferred Day (*Not guaranteed*) Mon Tue Wed Thurs Fri

Agreed Services: Property Maintenance

Cost per hour \$.....

Material Cost: Full cost for all material purchased

Service User Agreement Signature:

Meals: Tick or circle required service

- Meals on Wheels
- Centre Based Meals
- Dietary Requirements
- Diabetic
- Other special needs
- Entrance to the home: Front Door Back Door Side Door
- Other

Days Required: Mon Tue Wed Thurs Fri Sat Sun

Agreed Services: MOW

Number of meals:

Cost per meal \$.....

Service User Agreement Signature:

Transport: Tick or circle required service

- Medical appointments outside Colac
- Transport bus around Colac
- Group Transport
- Community care worker for transport

Required: Mon Tue Wed Thurs Fri Sat Sun

Agreed Services: Transport

Frequency:

Cost per trip \$.....

Service User Agreement Signature:

National Disability Insurance Scheme Supports - **CONDITIONS OF AGREEMENT**

Fees:

1. All fees charged will be consistent with the National Disability Insurance Agency's pricing arrangements and Guidelines - See www.ndis.gov.au 'pricing and supports'
2. Supports are charged as allocated to Colac Otway Shire in the Participant's NDIA Plan and in consultation with the Participant/Nominee/Support Co-ordinator regarding any 'Bundling of Supports' arrangements.
3. Travel will be charged according to the NDIA Travel rulings, Pricing Schedule and/or Participant Plan) Up to 20 minutes of service may be deducted for travel from the hours of service for each Participant for supports less than 4 hours.
4. A reasonable contribution from Participants may be negotiated for transporting Participants that do not have transport funds allocated in their plan.
5. For the purposes 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;
 - a. the Participant's NDIS plan is expected to remain in effect during the period the supports are provided;
 - and
 - b. the Participant / Participant's 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.
6. Participant signing of Colac Otway Shire staff timesheets will be recorded as formal approval for funding claims for hours AND travel allocations, as identified in Participant NDIA Plans. (Where a participant is unable to sign a carer or Staff Supervisor may do so.)

Supports:

7. Services scheduled on Public Holidays will be suspended if not itemised in a Participant's Plan (Domestic support is not provided on Public Holidays) They may be re-negotiated to an alternative day.
8. Participants/Nominee are responsible for the monitoring of hours used within their NDIA Plan and providing any revised/ammended Plans to Colac Otway Shire.
9. Supports delivered to 2 or more people will be charged according to the NDIA Price Guide one to two or Group Rate (according to plan allocation)
10. A Support Plan will be developed with service users to outline specific supports and timeframes within these categories. This will be reviewed as agreed with the Participant.

All Abilities Supports: Tick required service

Comprehensive Co-ordination and Planning

- Choice & Control – Support Co-ordination

Daily Living Supports Provided

- Personal Care
- Community Access (group or individual)
- Transport
- Domestic/Household Activities)
- Social and Community Participation
- Improved Relationships/Individual life and personal skills development

Preferred/Required Day: Mon Tue Wed Thurs Fri Sat Sun Occasional

Agreed Services: All Abilities Support

Duration: as per NDIA Plan

Frequency: as per NDIA Plan

Cost per hour \$ see NDIA pricing schedule

Service User Agreement Signature:

SERVICE COMMENCEMENT:

Your Service, as discussed and agreed by the parties will commence on: / /20

1. PAYMENT FOR SERVICES:

ALL ABILITIES SUPPORT SERVICES:

Colac Otway Shire will claim all support costs directly through the NDIA Provider Portal, or invoice an approved Fund Manager for service users with managed plans. There will be **no** additional fees payable to Colac Otway Shire by service users for supports funded through the National Disability Insurance Scheme. Where service users self manage their support funding, they will be invoiced directly, at the rate set by the National Disability Insurance Scheme. All disability support costs will be GST free (items such as travel may incur a GST charge – see NDIA pricing schedule)

Payment Options Discussed:

- Direct Debit
- BPay/Online
- Colac Otway Shire Customer Service/Post Office
- Mail Payment
- Invoiced directed to NDIA/approved Fund Manager

Frequency

- Colac Otway Shire sends invoices for services monthly (4 weekly)

2. VARIATION IN SERVICE: A variation in service provision can be made by mutual consent between the Service User and the Older Persons & Ability Support Services Coordinator. Service User re-assessment is carried out annually for HACC Service Users, unless otherwise required by the Service User or service provider. Should the Service User require a variation to their service provision a consultation is arranged to clarify and assess the variation of service. Variation in NDIA funded services can be arranged in consultation with the Service Users NDIA contact person within the OPASS Unit, within the Guidelines of the Participant's NDIA Funding Plan, Bundling Arrangements and the current NDIA Pricing Schedule.

3. ADDITIONAL SERVICES: HACC Services outside of the approved care that the Service User has been approved for, can be negotiated with the service user; these services are provided at full cost recovery. Any costs incurred for additional services will be advised in writing to the service user before they are delivered.

4. SERVICE SUSPENSION/CANCELLATION: The services provided may be suspended at the request of the Service User. Service Users are required to contact the Older Persons & Ability Support Services Administration no later than 2pm the previous day to cancel or suspend services, otherwise full cost for the cancelled service will occur, unless deemed an emergency by the Coordinator Older Persons & Ability Support Services. **For services provided through the NDIA this will be the scheduled NDIA hourly rate, according to the NDIA pricing schedule and Service Provider rules regarding service cancellation. Costs will be charged to the Participants NDIA Funding Plan through the usual billing process.**

☎ **5232 9420: After hours 5232 9400** and follow any instructions given.

Services may also be temporarily suspended by OPASS at short notice if potential danger to staff is identified. Services can be reinstated when the issue/s of concern have been appropriately managed. I.e/ Extreme weather, unrestrained animals or dangerous access.

5. TERMINATION OF AGREEMENT/SECURITY OF TENURE:

The service user has a right to receive the allocated service of care until the care is terminated. The following conditions for termination apply:

- a. The Service User may terminate this Agreement at any time by giving Older Persons & Ability

Support Services two days notice via phone or in writing.

- b. Older Persons & Abilities Support Services may terminate this Agreement at its discretion in the following circumstances:
- i. The Service User cannot be cared for in the community with the resources available to the approved provider; or
 - ii. The Service User tells the approved provider, in writing or via phone, that the service user wishes to move to a location where community care provided by the provider is not available; or
 - iii. The Service User tells the approved provider, in writing or via phone that the service user no longer wishes to receive the care; or
 - iv. The service user's condition changes to the extent that:
 - (a) The Service User no longer needs community care; or
 - (b) The Service User needs, as assessed by the Coordinator Older Persons & Ability Support Services Team, can be more appropriately met by other types of services of care.

Services may also be terminated immediately if Older Persons & Ability Support Services deems that any staff member is placed in a situation that is compromising to their safety or welfare. This will be enforced immediately via verbal confirmation, followed up with a notice in writing outlining the concerns and actions to be taken by Coordinator Older Persons & Ability Support Services. The Coordinator Older Persons & Abilities Support Services Team will assist the Service User to access alternative appropriate care options where possible.

Where Service Users are participants in the National Disability Insurance Scheme, the National Disability Insurance Agency will be notified before any services are ceased. Withdrawal of services for reasons other than those above require Colac Otway Shire give the Service User 90 days notice.

6. APPROVED ABSENCES:

The Service User may have a total of 56 days a year away from home without loss of agreed services. Absences including dates should be notified to the Older Persons & Ability Support Service rostering staff as soon it as known and preferably at least one week prior to the leave being taken. A new assessment will be required after 56 days before service can commence.

7. ACCESS TO SERVICE USERS SENSITIVE INFORMATION

Older Persons & Ability Support will not collect sensitive information about an individual unless:

- (a) The individual has consented;
- (b) The information is collected in the course of the activities of a non-profit organisation. The following conditions are satisfied:
 - i. The information relates solely to the members of the organisation or to individuals who have regular contact with it in connection with its activities
 - ii. At or before the time of collecting the information, the organisation undertakes to the individual whom the information concerns that the organisation will not disclose the information without the individual's consent.

Older Persons & Ability Support may collect health information about an individual if:

- (a) The information is necessary to provide a health service to the individual; and
- (b) As required by law (other than this *Privacy Act 1988*); or
- (c) In accordance with rules established by competent health or medical bodies that deal with obligations of professional confidentiality which bind the organisation
- (d)

8. COMPLAINTS

All Service Users have a fundamental right to lodge a complaint about any aspect of the service that they are not satisfied with. These complaints are dealt with a serious focus and complete confidentiality and are dealt with fairly and equitably and in accordance with the Older Persons and Ability Support Service Complaints & Grievance policy.

RAISE COMPLAINTS IMMEDIATELY

With whom should I raise my complaint?

You have the right to raise your complaint with any staff member, however in most cases it may be more appropriate to contact an Assessment Officer or the Older Persons and Ability Support Service Co-ordinator. Your issue will be documented and in some instances be resolved immediately. For non-urgent issues you will be contacted within 2 business days. If you consider your issue to be of an urgent nature, every effort will be made to contact you within 1 business day. You may also choose to bring with you an advocate or a family member with you. Alternatively you can contact the:

Disability Service Commissioner ☎ **1800 677 342** or **TTY 1300 726 563**

9. RIGHTS OF SERVICE USERS:

As a Service User I have the following rights:

1. GENERAL

- a) to be treated and accepted as an individual, and to have my individual preferences, respected
- b) to be treated with dignity, with my privacy respected
- c) to receive care that is respectful of me, my family and home
- d) to receive care without being obliged to feel grateful to those providing my care
- e) to full and effective use of all my human, legal and consumer rights, including the right to freedom of speech regarding my care
- f) to be treated without exploitation, abuse, discrimination, harassment or neglect.

2. PARTICIPATION

- a) to be involved in identifying the community care most appropriate for my needs
- b) to choose the care and services that best meet my assessed needs, from the community care able to be provided and within the limits of the resources available
- c) to participate in making decisions that affects me
- d) to have my representative participate in decisions relating to my care if I do not have capacity.

3. CARE AND SERVICES

- a) to receive reliable, coordinated, safe, quality care & services appropriate to my assessed needs
- b) to be given before, or within 14 days after I commence receiving care, a written plan of the care and services that I expect to receive
- c) to receive care and services as described in the plan that take account of my lifestyle, other care arrangements and cultural, linguistic and religious preferences
- d) to ongoing review of the care and services I receive (both periodic and in response to changes in my personal circumstances), and modification of the care and services as required.

4. PERSONAL INFORMATION

- a) to privacy and confidentiality of my personal information
- b) to access my personal information.

5. COMMUNICATION

- a) to be helped to understand any information I am given
- b) to be given a copy of the Charter of Rights and Responsibilities for Community Care
- c) to be offered a written agreement that includes all agreed matters
- d) to choose a person to speak on my behalf for any purpose.

6. COMMENTS AND COMPLAINTS

- a) to be given information on how to make comments and complaints about the services I receive
- b) to complain about the care and services I receive, without fear of losing services or being disadvantaged in any other way
- c) to have complaints investigated fairly and confidentially, and to have appropriate steps taken to resolve issues of concern.

7. FEES

- a) to have my fees determined in a way that is transparent, accessible and fair
- b) to receive invoices that are clear and in a format that is understandable
- c) to have my fees reviewed periodically and on request when there are changes to my financial circumstances
- d) not to be denied care and services because of my inability to pay a fee for reasons beyond my control.

YOUR RESPONSIBILITIES: As a Service User I have the following responsibilities:

1. GENERAL

- a) to respect the rights of community care workers to their human, legal and industrial rights including the right to work in a safe environment
- b) to treat community care workers without exploitation, abuse, discrimination or harassment.
- c) to take personal responsibility for any valuables taken on outings

2. CARE AND SERVICES

- a) to abide by the terms of the written agreement
- b) to acknowledge that my needs may change and to negotiate modifications of care and service when my care needs do change
- c) to accept responsibility for my own actions and choices even though some actions and choices may involve an element of risk.

3. COMMUNICATION

- a) to give enough information to assist the approved provider to develop, deliver & review a care plan, this includes providing the relevant sections of an individual's NDIA plan.
- b) to tell the approved provider and their staff about any problems with the care and services.

4. ACCESS

- a) to allow safe and reasonable access for community care workers at the times specified in my care plan or otherwise by agreement
- b) to provide reasonable notice if I do not require a service.

5. FEES

- a) to pay any fee as specified in the agreement or negotiate an alternative arrangement with the provider if any changes occur in my financial circumstances
- b) to provide enough information for the approved provider to determine an appropriate level of fee.

The service user/carer/representative has been informed of/provided with information on:

- The funded programs (Home and Community Care/National Disability Insurance Scheme etc)
- The Active Service Model Approach/ Goal Directed Planning for all service delivery
- The purpose of the assessment (if relevant)
- The outcome of the assessment and eligibility for services (if relevant)
- Rights and responsibilities including the right to refuse services
- The complaints process and feedback opportunities
- Information on privacy, confidentiality and advocacy
- A copy of the Service User Handbook has been provided to the service user and explained
- Additional information relating to Disability Service Provision Quality Assurance
- Contacts verified to establish client whereabouts if not at home at time of service

SIGNED AGREEMENTS

- The Service User Consent Form
- The fees charged
- Proposed actions/referrals
- Service Agreement for all services signed

Service User Name: _____

Representative Name: _____

Service User/Representative Signature: _____ Date: _____

Assessment Officer: _____ Date: _____

Office Use Only:

<i>Data in system</i>	<i>Home Safety Checklist</i>	<i>Debtor Number</i>	<i>CSA & Default Debtors</i>	<i>File Created</i>	<i>Address for newsletter recorded</i>	<i>Care Planning</i>	<i>Welcome letter sent</i>	<i>Copy of Agreement sent</i>	<i>Rostered</i>

Consumer Consent to Share Information

To record freely given informed consumer consent to share their information with a specific agency/ies for a specific purpose/s.



Consumer

Name: _____

Date of Birth: dd/mm/yyyy / /

Sex: _____

UR Number: _____

Section 1: Proposed Information Uses and Disclosures

Tick	Service Type	Name of Agency	Type of Information	Purpose/s
	Health Professionals	Colac Area Health	All Relevant Information	Care Co-ordination
	GP Medical Clinic	Nominated Clinic	All Relevant Information	Care Co-ordination
	ACAT Team	Barwon Health	All Relevant Information	Care Co-ordination
	HACC Services	Any Agency	All Relevant Information	Care Co-ordination
	Contractors	Any Agency	All Relevant Information	Care Co-ordination
	Meals	Any Agency	All Relevant Information	Care Co-ordination
	Case Management	Any Agency	All Relevant Information	Care Co-ordination
	Emergency Services	Any Agency	All Relevant Information	Care Co-ordination
	Day Activity/Education	Any Agency	All Relevant Information	Care Co-ordination
	HACC Accounts	COS	Accounts/ correspondence	Payment/ Communication
	Insurance Scheme	NDIS	All Relevant Information	Care Co-ord/Payment

Section 2: Record of Consumer Consent

2(a) Written Consumer Consent Or

2(b) Verbal Consumer Consent

<p><i>The worker/practitioner has discussed with me how and why certain information about me may be shared with other service providers. I understand this and I give my informed consent for the information to be shared as detailed above.</i></p> <p>Signed: _____</p> <p>Dated: dd/mm/yyyy / /</p> <p>Signed by:</p> <p><input type="checkbox"/> Consumer OR</p> <p><input type="checkbox"/> Authorised representative on behalf of:</p> <p>_____</p> <p>(Consumer)</p> <p>Witnessed by:</p> <p>Signed: _____</p> <p>Dated: dd/mm/yyyy / /</p> <p>Worker/Practitioner Name: _____</p> <p>Position: _____</p>	<p>Worker/Practitioner Use Only</p> <p>Verbal consent should only be used where it is not practicable to obtain written consent.</p> <p><i>I have discussed with the consumer/consumer's authorized representative how and why certain information may be shared with other service providers. I am satisfied that this has been understood and that informed consent for the information to be shared as detailed above has been given.</i></p> <p>Signed: _____</p> <p>Dated: dd/mm/yyyy / /</p> <p>Worker/Practitioner Name: _____</p> <p>Position: _____</p>
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To ensure the consumer/consumer's authorised representative is able to make an informed decision about consent to the sharing of information as detailed above, the worker/practitioner should: (tick when completed)

1. Discuss with the consumer the proposed sharing of information with other services/agencies ✓
2. Explain that the consumer's information will only be shared with these services/agencies if the consumer has agreed and, when referring, advise that referral for service can still proceed if the consumer does not want information disclosed ✓
3. Provide the consumer with information about privacy, such as the brochure 'Your Information – It's Private' ✓
4. Provide the consumer with a copy of this form if requested (see guidelines) once completed ✓