Get in touch with Barkuma

Questions about your Service Agreement? Speak to the Engagement Team

Call: 8414 7100

Email: engagement@barkuma.com.au

Find out more about our supports on the website.

www.barkuma.com.au

or

scan the QR code with your phone's camera.

Service Agreement

Terms and Conditions

How to read this dual read Agreement

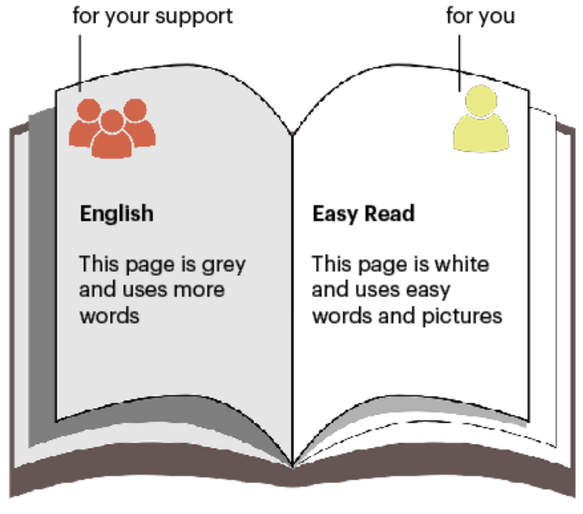
This agreement has been designed to be read by both people with disability and without.
We recommend a person with disability and their support read it together.

The left-hand pages use some big words that explain the full Agreement.

The right-handed pages are in easy read; with larger text, shorter sentences and icons to assist readers.

Supporters should read or skim the left-hand pages before supporting people with disability to read the right-handed pages.

In most cases, the information on both pages is the same.



Service Agreement - Terms and Conditions

for your support

for you

Your Responsibilities:

- Tell Barkuma immediately if your NDIS Plan or funding changes or you receive a new NDIS Plan.
- It helps Barkuma to have a copy of your NDIS Plan. At a minimum you need to tell Barkuma how much funding you have to spend with Barkuma, and what your goals are.
- Tell Barkuma what supports you would like, and how you would like to receive them.
- Be polite and respectful to Barkuma staff.
- Tell Barkuma if you have any concerns or problems about the support you receive.
- Give Barkuma at least 7 days' notice if you need to cancel a scheduled support.
- Give Barkuma at least 4 weeks' notice if you want to end this Agreement.
- Tell Barkuma when any of your personal details, support plans, or support needs change. This helps ensure Barkuma has your correct and latest information and can support you best.
- Tell Barkuma how your supports are being paid. If your funds are managed by a Plan Manager, you need to provide us with their details so we can invoice them directly.
- Ensure you have enough funding to pay for your chosen supports.

Barkuma's Responsibilities:

- Provide you with the supports stated in this Agreement.
- Communicate openly, honestly, and clearly with you.
- Treat you politely and with respect.
- Include you in all decisions about your supports.
- Explain what you can do if you have a problem or want to make a complaint.
- Listen to your feedback and fix any problems quickly.
- Give you at least 4 weeks' notice if Barkuma wants to end this Agreement and explain why. If there has been a serious breach to this Agreement, this notice period will be waived.
- Keep your correct and latest information on file and store it safely.
- Protect your privacy, and your confidential information. Barkuma will only share your information with those you have given permission for.
- Obey NDIS Rules, Practice Standards and guidelines, and all relevant laws.
- Review your supports with you when required.

What you need to do:

Make sure you have enough money to pay for your supports.

Tell Barkuma if:

Your NDIS Plan changes.

You need to cancel a support or end this Agreement.

If any of your details change.

How your supports are being paid.

What Barkuma will do:

Give you the supports in this Agreement.

Treat you politely and with respect and include you in all decisions.

Listen to your feedback and fix any problems quickly.

Give you at least 4 weeks' notice to end this Agreement.

Collect and keep your information safe and private.

Follow the law and NDIS Rules.

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Live your all.

Service Agreement - Terms and Conditions

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Pricing and Payment

All pricing within this Service Agreement is consistent with current NDIA pricing and guidelines. Barkuma's pricing may change without notice, in line with any changes made by the NDIA. You are responsible for paying for extra expenses not paid for under your NDIS Plan (e.g. meals, snacks, entrance fees, movie tickets).

For the purposes of GST legislation, Barkuma and the client agree that:

- The supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the client's NDIS Plan currently in effect under section 37 of the NDIS Act.
- The client's NDIS Plan is expected to remain in effect during the period stated.

If your funds are NDIA-managed Barkuma will seek payment directly from the NDIA after your support has been delivered.

If your funds are plan-managed, we will invoice them directly. You are required to provide Barkuma with your Plan Manager's details within 4 weeks, and if not received, we will invoice you directly. By accepting this Agreement, you give us permission to share and discuss your Service Agreement and its contents with your Plan Manager.

If your funds are self-managed, Barkuma will invoice you or your nominated representative directly.

Where applicable, Barkuma may charge Provider Travel costs (time and kms) and/or Activity-based Transport costs, in line with NDIA pricing and guidelines.

Service Agreement Renewal

This Agreement will automatically renew at the end of the agreed period stated on page 1 of this Agreement, unless there is a change in your circumstances or funding, you receive a new NDIS Plan, or either you or Barkuma decide to end this Agreement.

Payments

Where NDIS funding is unavailable, or becomes unavailable, for support stated in the Agreement or attached documents, and that Barkuma has provided, Barkuma will invoice you/your representative directly, for payment as per terms on the invoice.

Price and Payments:

Barkuma's prices may change.
Your supports will be paid from your NDIS Plan.

But you need to pay for extra things like food and movie tickets.

NDIA-managed - Barkuma will ask the NDIA for money from your NDIS plan.

Plan-managed - Barkuma will ask your Plan Manager for money from your NDIS plan, but we need their details first.

Self-managed - Barkuma will ask you or your representative for money from your NDIS plan.

You may have to pay for some transport costs.

Service Agreement Renewal:

This Agreement will keep going unless your NDIS Plan changes or you or Barkuma want to end this Agreement.

Payments:

If your funding changes, the services we provide may need to change with it.
If you don't have enough money in your NDIS Plan to pay for your supports, we will ask you for the extra money.

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Programs of Support (POS)

Some of Barkuma's disability supports that are delivered in a group may be delivered under a 'Program of Support' (POS).

Barkuma may claim for the full duration of the POS as though you had attended, whether or not you did. Supports delivered as part of a program of support are not subject to the short notice cancellation rules.

A Program of Support can be between 12 weeks to 6 months, depending on the service you are receiving. This will be discussed with you when you start.

You can exit a Program of Support without cost, subject to a notice period of two (2) weeks. If you stop attending an agreed program of support without notice, Barkuma may continue claiming for up to four (4) consecutive weeks from when you stopped attending. Barkuma will only claim past four (4) consecutive weeks of non-attendance if you notify Barkuma during that period that you wish to continue in the Program of Support.

Centre Capital Costs (CCC)

Some of Barkuma's disability supports attract Centre Capital Costs (CCC). Barkuma will claim an additional amount for the costs of running and maintaining a facility (Centre) through the relevant Centre Capital Cost support item when a support is delivered in the facility. If the primary support is being delivered to a group of participants, then Barkuma can claim up to price limit of the relevant Centre Capital Cost support item.

When support is delivered partially in a Centre and partially in the Community, and the Centre is available at all times during the support if required, then Barkuma can claim up to the price limit for the relevant Centre Capital Cost support item for the entire period of the support.

Some of Barkuma's disability supports that are delivered in a group may attract Centre Capital Costs.

Non-Face-To-Face Support Provision (NFTF)

Barkuma can claim for Non-Face-to-Face (NFTF) delivery of a support item from your plan under certain conditions. Barkuma will always follow the rules and limits set by the NDIS for claiming non-face-to-face support and ensure that the NFTF activities directly relate to delivering the support or necessary for group activities. Barkuma may bill for things like writing reports, doing research, communicating with parents and other providers, and making workplace modifications.

Please see the NFTF Frequently Asked Questions on the website.

Establishment Fee

If you are new to Barkuma, you may be charged a once-off Establishment Fee.

Programs of Support:

Some groups support are delivered through a Program of Support (POS)

A POS is like a gym membership, you will be charged even if you do not attend. Unless you give Barkuma at least 2 weeks' notice.

A POS can last between 12 weeks to 6 months.

Centre Capital Costs (CCC)

Barkuma has some disability supports that require extra funding to cover the costs of running a facility (Centre).

If the support is given in the facility or partly there, Barkuma can claim additional funds to cover the costs.

Non-Face-To-Face Support Provision (NFTF)

Barkuma can ask for payment for providing support items even if it's not done in person.

We might charge for tasks like writing reports, talking to other providers, and making changes to the workplace.

Please the attached Frequently Asked Questions on our website for more information.

New clients:

If you are new to Barkuma you may have to pay a fee to help them set up your supports.

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Short Notice Cancellations

If you cancel a support at short notice or don't show up, Barkuma may charge 100% of the fee for this support. A cancellation is considered short notice if you:

- Do not show up for a scheduled support within a reasonable time or are not at the agreed place within a reasonable time when a Barkuma staff member is traveling to deliver support.
- Have given less than **seven (7) clear business days' notice** for: Assistance with Self-care, Social and community participation, SIL, and Individual social skills development.
- Have given less than **two (2) clear business days' notice for**: Assessment Recommendation Therapy or Training, Specialist Behavioural Intervention Support, Behaviour Management Plan Including Training in Behaviour Management Strategies, and Assistance with Personal Domestic Activities (yard maintenance).

Supports in Employment are offered under a Program of Support (POS) and are not subject to the short-notice cancellation policy. You are still required to give 2 weeks' notice.
If you wish to cancel or alter Supported Independent Living supports, this requires at least 4 weeks' notice and a conversation with managers.

Continuity of Supports

Barkuma will always do everything possible to ensure your support is uninterrupted.
If Barkuma needs to cancel a support due to circumstances outside of their control (i.e. severe weather event, support worker is in a car accident or suddenly ill), you will not be charged for the support.

Ending this Service Agreement

Barkuma requires a minimum 4 weeks' notice to end the Agreement. If you do not wish to receive support during this notice period, Barkuma may charge for the supports that would normally be provided. If you don't provide 4 weeks' notice you will still be charged for those 4 weeks. Barkuma will give you a minimum 4 weeks' notice if they need to end the Agreement and explain why. If you or Barkuma seriously breach the Agreement this notice period will be waived. Any outstanding monies owing to Barkuma for supports provided must be paid for at the time the Agreement is terminated.

Changes to this Service Agreement

If changes are required to the supports stated in this Agreement, you and Barkuma agree to review the Agreement, and document any agreed changes in writing, sign and date by you and Barkuma.

Cancelling Supports:

If you cancel a support at short notice or don't show up, you will still be charged full price.

Some supports require 2 day notice, other supports require 7 days' notice.

We need 2 weeks' notice to cancel employment supports. And at least 4 weeks' notice to cancel SIL supports.

Barkuma's obligation is to continue to provide you support. But if we need to cancel a support because of something out of our control (like a severe weather event), you will not be charged.

Ending this Service Agreement:

You need to give Barkuma 4 weeks' notice if you want to end this Agreement.

Barkuma will give you 4 weeks' notice if they need to end the Agreement and tell you why.

If you owe Barkuma any money, this must be paid when you end this Agreement.

Changes to your supports:

If your supports need to be changed Barkuma will write them down for you and Barkuma to sign.

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Unplanned Medical Support Needs

If you require additional medical support services (e.g. an ambulance) whilst in the care of Barkuma or a Barkuma staff member, and is in your best interests, you or your representative will need to pay for these costs.

Damage to Barkuma Property

Any intentional damage to Barkuma property by you may be charged directly to you, at Barkuma's discretion.

Feedback, Complaints and Disputes

If you or your representative are unhappy with the provision of supports, or wish to provide feedback, compliment or complaint, you are invited to call Barkuma on 08 8414 7100, or email barkuma@barkuma.com.au, where you will be directed to the staff member best able to assist.
You or your representative may also call the NDIS Commission on 1800 035 544 or visit their website https://www.ndiscommission.gov.au/about/complaints for further information.
An independent advocate can assist you to lodge a complaint. To find an independent advocate near you, visit https://askizzy.org.au/disability-advocacy-finder

Supported Employment with Barkuma

If you are employed in Barkuma Commercial Services, you are required to receive and provide to Barkuma, adequate NDIS funding specifically for employment purposes.
Failure to provide Barkuma with adequate funding to support your employment may result in employment being suspended or terminated, as per the terms and conditions of Barkuma's Employment Contract and Enterprise Agreement.

Reporting on Progress

The supports provided in this service agreement are designed for you to pursue your goals and facilitate your social and economic participation. Barkuma will regularly assess and report on your progress toward your goals evidencing that these supports continue to be reasonable and necessary. The reports will also show the effectiveness and benefits of the support provided.

Emergency Response

In the event of a natural disaster, or state or national health emergency, Barkuma will adhere to all government directives and guidelines. Being able to continue to deliver your services and supports in the event of an emergency or disaster situation is very important. Barkuma has an Organisational Emergency Management Plan in place. Should the need arise, Barkuma may be able to assist in creating an Individual Emergency Management Plan proportionate to the support/services we provide.

Unplanned medical help:

If you need an ambulance or other medical help in an emergency, you will have to pay for this.

Damage:

If you damage Barkuma property you may have to pay for it to be fixed.

Feedback and complaints:

If you have feedback for Barkuma, you can call them on 08 8414 7100, or email barkuma@barkuma.com.au.

You can also call the NDIS Commission on 1800 035 544 or go to their website https://www.ndiscommission.gov.au/about/complaints.

Or an advocate can assist you, find one at https://askizzy.org.au/disability-advocacy-finder

Working for Barkuma:

If you work in a Barkuma site, you must make sure you have enough money in your NDIS Plan to pay for employment supports.

Reports and progress:

Barkuma will report on how our supports are helping you reach your goals.

In an emergency or disaster:

Barkuma has an emergency management plan and will do the best to continue your supports unchanged.

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