

SERVICE AGREEMENT

Parties

This **Service Agreement** is for _____ a participant in the National Disability Insurance Scheme (participant) and is made between:

Participant/Participant's Representative (such as a family Member or friend and **Provider**

NDIS Provider Number

This Service Agreement will commence on _____ and End on _____

5.2.1 The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the participant's NDIS plan.

The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

- Support the independence and social and economic participation of people with disability, and
- Enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

Schedule of Supports

The provider agrees to provide the participant with _____ services as documented in the Schedule of Supports. The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

Responsibilities of the Provider

The provider agrees to:

- Once agreed, provide supports that meet the participant's needs at the participant's preferred times
- Communicate openly and honestly in a timely manner
- Treat the participant with courtesy and respect
- Consult the participant on decisions about how supports are provided
- Give the participant information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant)
- Listen to the participant's feedback and resolve problems quickly

- Give the participant a minimum of 24 hours' notice if the provider has to change a scheduled appointment to provide supports
- Give the participant the required notice if the provider needs to end the Service Agreement
- Protect the participant's privacy and confidential information
- 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; keep accurate records on the supports provided to the participant
- Issue regular invoices and statements of the supports delivered to the participant.

Responsibilities of the Participant/Participant's Representative

The participant/participant's representative agrees to:

- Inform the provider about how they wish the supports to be delivered to meet the participant's needs
- Treat the provider with courtesy and respect
- Talk to the provider if the participant has any concerns about the supports being provided
- Give the provider a minimum of 24 hours' notice if the participant cannot make a scheduled appointment; and if the notice is not provided by then, the provider's cancellation policy will apply
- Give the provider the required notice if the participant needs to end the Service Agreement and
- Let the provider know immediately if the participant's NDIS plan is suspended or replaced by a new NDIS plan or the participant stops being a participant in the NDIS.

Payments

The provider will seek payment for their provision of supports after the participant/participant's representative confirms satisfactory delivery.

If the funding for any of the supports provided under this Service Agreement is managed by a Registered Plan Management Provider: The participant has nominated the Plan Management Provider, DFM Financial, to manage the funding for NDIS supports provided under this Service Agreement. After providing these supports, the provider will claim payment for those supports from the Registered Plan Management Provider.

Changes to this Service Agreement

If changes to the 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, signed, and dated by the parties.

Ending this Service Agreement

Should either party wish to end this Service Agreement they must give one month's notice either verbally or in writing.

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 _____

(insert contact details; eg phone, email, and/or postal address).

If the participant is not happy with the provision of supports and wishes to make a complaint,

the participant can talk to _____

(insert contact details; eg phone, email, and/or postal address).

If the participant is not satisfied or does not want to talk to this person, the participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting ndis.gov.au for further information.

Goods and Services Tax (GST)

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;
- The participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- 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.

Contact Details

The participant/participant's representative can be contacted on:

Phone/Mobile _____

Email _____

Address _____

Alternative Contact Person _____

The PROVIDER can be contacted on:

Contact Name _____

Phone/Mobile _____

Email _____

Address _____

5.2.21 Agreement Signatures

The parties agree to the terms and conditions of this Service Agreement.

Signature of participant/participant's representative Name of participant/participant's
Representative

Date

Signature of authorised person from provider Name of authorised person from
Provider

Date

Schedule of Supports

Participant Name:

Support List the name of the support	Description of Support List the details of the support including scope and volume	Price and payment information List the price of the support (eg per hour/per session/per unit) and whether NDIS funding for the support is managed by the Participant/Participant's Nominee, the NDIA, or a Registered Plan Management Provider	How the support will be provided List how, when, where, and by whom the support will be provided