

SA-FF

NDIS Service Agreement

NOTE: A Service Agreement can be made between a participant and a provider or a participant's representative and a provider. A participant's representative is someone close to the participant, such as a family member or friend or someone who manages the funding for supports under a participant's NDIS plan.

1. Parties

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

and on .

The service agreement is valid for the services provided from to .

2. The NDIS and this Service Agreement

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

A copy of the participant's NDIS plan is attached to this Service Agreement

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.

3. Schedule of supports

agrees to provide the participant Daily Activities / Community Participation for the duration of the plan or one year. 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. Additional expenses (i.e. things that



are not included as part of a Participant's NDIS supports) are the responsibility of the - and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

4. ' Responsibilities

agrees to:

- review the provision of supports at least annually with the participant;
- 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 ' cancellation policy;
- listen to the participant's feedback and resolve problems quickly;
- give the participant a minimum of 24 hours' notice if has to change a scheduled appointment to provide supports;
- give the participant the required notice if needs to end this Service Agreement (see 'Ending this Service Agreement' below for more information);
- protect the participant's privacy and confidential information;
- provide supports in a manner consistent with all relevant laws, including the *NDIS Act 2013* and Rules, and the Australian Consumer Law;
- keep accurate records on the supports provided to the participant; and
- issue regular invoices and statements of the supports delivered to the participant as per the NDIA's *Terms of Business for Registered Providers*.

5. Rights of the Participant:

- Be treated with dignity and be respected by staff and other participants.
- Feel safe at .
- To choose who assists you with physical and personal care support needs
- Have your cultural needs addressed and respected
- To ask questions and have information about ; and provided in formats that facilitate your understanding
- Have an advocacy representative.
- Make your own choices and decisions.
- Have your support requirements met and in a manner that preserves dignity and privacy e.g. assistance with physical and personal care



6. Responsibilities of the -

The - agrees to:

- inform about how they wish the supports to be delivered to meet the participant's needs;
- treat with courtesy and respect;
- talk to if the participant has any concerns about the supports being provided;
- give a minimum of 24 hours' notice if the participant cannot make a scheduled appointment, noting that if the notice is not provided by then, ' cancellation policy will apply;
- give the required notice if the participant needs to end this Service Agreement (see 'Ending this Service Agreement' below for more information); and
- let 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.

7. Payments

will seek payment for their provision of supports after the - confirms satisfactory delivery.

The participant has nominated the Plan Management Provider to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, will claim payment for those supports from who can be contacted on .

8. Selection of Support Worker

Once we have done the initial assessment, we will advertise for the support worker based on the requirement of the participant. The worker will go through an interview and reference checks and screening process and our standard HR recruitment policies will apply. As part of this process the support worker will be selected with involvement of the Participant and if the participant decides to change the support worker after commencing service, they have the option to do so.



9. Implementing/Review of the Service Agreement

The participant will be contacted in person by the management monthly to review the implementation and review any changes in circumstances of the agreement. In this meeting, management will also discuss participant's satisfaction with the type, quality and frequency of personal support being provided.

10. Review of Support Staff Performance

As part of our standard HR policy, we will review the performance of our support staff on an annual basis through a formal performance review process. In addition, support staff have monthly supervision meetings with management at participant's home in which performance will be discussed. This supervision meeting time will be agreed with the participant.

11. Means of Communication

The service provider will contact participant via in-person meetings, phone, email, mail, via support worker, via LAC, via Support Coordinator.

12. Communication with Other Providers (if applicable)

The service provider will contact other providers via in-person meetings, phone, email, mail, via support worker, via LAC, via Support Coordinator for the purposes of following:

- Preparation of support plan
- Signing and Review of Service Agreement
- Regular monitoring of supports
- Any other activity related to disability support services

13. Advocacy Option

The participant can appoint an advocate at any point of the process and the advocate can be present in the meetings. The information about the advocate can be found in state government's websites for each



state. The information is also included in the Participant induction handbook.

14. Disaster management

There will be disaster management plans developed for the participant. In case of a disaster, the personalised disaster management plans will be followed along with the company disaster management policy and procedures. Contact or for further enquiries.

15. 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.

16. Feedback, complaints, and disputes

If the participant wishes to give feedback or is not happy with the provision of supports and wishes to make a complaint, the participant can talk to on or at

If the participant is not satisfied or does not want to talk to this person, the participant can contact the NDIS QUALITY AND SAFEGUARDS COMMISSION ON 1800 035 544 or online at

<https://forms.business.gov.au/smartforms/servlet/SmartForm.html?formCode=PRD00-OCF>

OR

National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting www.ndis.gov.au for further information.



17. Ending this Service Agreement

Should either party wish to end this Service Agreement they must give 1 month notice.

If either party seriously breaches this Service Agreement the requirement of notice will be waived.

18. 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 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 - 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.

19. Cancellation Policy

Out of consideration and respect for ' time, the - must provide with at least 24 hours' notice of the cancellation of any supports. For cancellation of weekend supports, the - must notify by 5:00pm on the previous Thursday. Where multiple cancellations or no shows occur in a 12-month period, will notify the NDIA as a review of the participant's NDIS Plan may be required.

Cancellations with less than 24 hours notice will be charged at 90% as per NDIS price guidelines.

Where cancels a support due to operational reasons, the service will be rescheduled at no penalty to either party.



20. **Contact details**

The can be contacted on:

Contact details

Phone Phone

Mobile

Email

Address

Alternative contact person

can be contacted on:

Contact name

Phone Phone

Mobile

Email

Address

21. **Agreement signatures**

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

22. **Copy of participant's NDIS plan**

23. **Schedule of supports for**

Signature:

Date:



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

R.M

Signed By Rehan Mohammed

Signed On: October 6, 2023



Signature Certificate

Document name: SA-FF



Build. Track. Sign Contracts.



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