



Service Agreement

ABN: 40 660 703 122

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.

This **Service Agreement** is for

PARTICIPANT NAME: _____

PARTICIPANT DATE OF BIRTH: _____

NDIS NUMBER: _____

NDIS PLAN DATES: Start Date _____ End Date _____

a participant in the National Disability Insurance Scheme and is made by and between:

Participant / Participant’s representative: _____
(such as a Family Member or Legal Guardian)

AND

The Provider
Chosen Family Pty Ltd

This Service Agreement will commence on _____
and remains in place until either party requests that the Service Agreement be ended.

The NDIS and this Service Agreement

This Service Agreement, and any attached appendices, is made for the purpose of providing supports under the Participant’s National Disability Insurance Scheme (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.

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 includes the cost of providing the supports. Provision of Supports will be charged at the current unit price as set by the NDIA. Please note that whenever prices are increased or a new NDIS Price Guide is released, any increased NDIA Unit Prices or changed NDIS Terms & Conditions will be applied automatically by Chosen Family and for the life of this Agreement.

The [Participant / Participant's representative] agrees that this Agreement applies to the following Services/Supports provided by the Provider. This Agreement does not affect any other Agreement made between the [Participant / Participant's representative] and the Provider for the provision of any other Services/Supports.

- _____ Core Supports
- _____ Respite Services
- _____ Other Accommodation Options

Responsibilities of Provider

The Provider agrees to:

- Review the provision of supports at least every 3 months with the Participant
- Once agreed, [provide / coordinate / fund] 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 and what 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 (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 [National Disability Insurance Scheme Act 2013](#) and rules, and the Australian Consumer Law; keep accurate records on the supports provided to the Participant, and
- Issue regular statements of the services provided to the Participant.

Responsibilities of *[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 complaints or concerns about the supports being provided
- Give the Provider a minimum of 48 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
- If the Participant commits an offence and are reprimanded into custody, the Provider can claim the seven (7) days cancellation fee for all supports rostered for the following week
- Consent to the requirements of the Provider's Policies and Procedures, and the terms of this Agreement
- Give the Provider the required notice if the Participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information), 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 the provision of supports after the supports have been delivered.

(Tick the applicable option)

_____ *[If the funding for any of the supports provided under this Service Agreement is managed by a Plan Nominee:]* The Participant's Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, the Provider will send the Participant's Nominee an invoice for those supports for the Participant's Nominee to pay. The Participant's Nominee will pay the invoice by electronic bank transfer within 7 days.

We are currently in the process of becoming a Registered NDIS Provider. In the meantime we can provide services to NDIS Registered Participants as we have an additional Service Agreement with a claiming provider, Rhema Healthcare Solutions.

[OR]

_____ *[If the funding for any of the supports provided under this Service Agreement is managed by the National Disability Insurance Agency:]* The Participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the Provider will claim payment for those supports from the NDIA.

[OR]

_____ *[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 will manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider will claim payment for those supports from

(Include Plan Management Provider Name and Email Address for Invoices)

Participant's additional expenses (optional)

Additional expenses (for example, things that are not included as part of a Participant's NDIS supports) are the responsibility of the participant or their plan nominee to pay directly to **Chosen Family**. These are not included in the hourly rate for support set by the NDIA. Examples include service provider travel and transport fees, public transport costs, community venue activity entrance fees, event tickets, meals, etc.

Changes to this Service Agreement

If changes to the supports/Services, 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 evidenced in writing.

Ending this Service Agreement

Should either Party wish to end this Service Agreement they must give 28 days notice.

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, or is not happy with the provision of supports and wishes to make a complaint, the Participant can contact the Chosen Family Safeguarding Officer, Traidy Naidoo, on 041 515 1984 or via email on TraidyNaidoo@chosen.family

If the Participant is not satisfied with the response, 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 ndia.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.

Policies, Procedures & Manuals

The Provider has a suite of policies, procedures and manuals that govern the delivery of Services to the Participant. These include a variety of roles and responsibilities that the Provider requires of the Participant so Services can be delivered safely and effectively.

The *[Participant / Participant's representative]* agrees to abide by the policies, procedures and manuals, and acknowledges that the Provider delivers Services in accordance with them.

Reporting

At times, the NDIS and/or NDIA Commission may request the Provider to submit evidence that Supports/Services have been provided to the Participant as required under the NDIS Act.

The *[Participant / Participant's representative]* consents to the Provider maintaining these records and providing such evidence if requested.

Contact Details

The [Participant / the Participant's representative] can be contacted on:

| | |
|--|--|
| Phone | |
| Mobile | |
| Email | |
| Address | |
| Alternative Emergency Contact Person & Phone | |

The Provider can be contacted on:

| | |
|---------|-------------------------------------|
| Name: | Jamie Bugeja |
| Mobile | 0415 151 984 |
| Email | info@chosen.family |
| Address | PO Box 7116, Penrith South NSW 2750 |

Acceptance

By signing this Service Agreement, the [Participant / the Participant's representative] agrees that they have read and understood the terms and conditions within, and wish to accept the Supports/Services provided by the Provider.

Execution of Agreement

Executed as an Agreement for valuable consideration. Signed under the *Electronic Transactions Act 2000* (NSW).

Participant / Participant's Representative:

Name: _____ Date: _____

Signature: _____ Relationship: _____

Witness Name: _____ Date: _____

Signature: _____

Provider: Chosen Family

Name: Jamie Bugeja Date: _____

Signature: JLBugeja Position: Director

Contact: 0415 151 984

Attachment – Copy of Participant’s NDIS plan

[Attach a copy of the Participant’s NDIS plan or delete this page if not required]



Consent to Exchange Information

I, the Participant as noted below, give consent for the exchange of relevant information and reports between Chosen Family and:

- _____ Other Disability Service Providers
- _____ National Disability Insurance Agency (NDIA)
- _____ Department of Communities and Justice (DCJ)
- _____ Mental Health Services or Private Counsellors/Psychologists
- _____ Medical Practitioners
- _____ Other: Support Coordinator
- _____ Other: Plan Manager
- _____ Other: _____

I understand that this information will be used only to assist Chosen Family to make appropriate and informed decisions regarding:

1. Assessment of my suitability for Chosen Family services;
2. My ongoing care and management associated with Chosen Family;
3. Assisting me in reaching my goals.

I understand that any information gathered **may be recorded in my Chosen Family Client File**. I understand that any information gathered **will remain confidential**.

I understand that this consent can be **withdrawn at any time**. Withdrawal must be communicated in writing, but may be through a letter, email or handwritten note appropriately signed

Signature of Participant: _____ Date: _____

Signature of Team Leader/Manager: _____ Date: _____

If the client is under 16 year, or has a Guardianship Order or an external Power of Attorney, the person with that legal carer responsibility.

Name: _____ Signed: _____ Date: _____

NOTE: Signed under the Electronic Transactions Act 2000 (NSW).